



भारत का राजपत्र The Gazette of India

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नई दिल्ली, शनिवार, अगस्त 17, 1996/श्रावण 26, 1918

No. 33]

NEW DELHI, SATURDAY, AUGUST 17, 1996/SRAVANA 27, 1918

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह जलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए विधिविहित आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministry of the Government of India
(Other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

(न्यायिक अनुभाग)

सूचना

नई दिल्ली, 24 जुलाई, 1996

का. आ. 2385 :—नोटरीज नियम, 1956 के नियम 6 के अनुसूचना में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री मंजीत सिंह एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे खन्ना, लुधियाना जिला (पंजाब) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/(156)/96—न्यायिक]
पी. सी. कन्नन, सक्षम प्राधिकारी

(3097)

MINISTRY OF LAW, JUSTICE & COMPANY

AFFAIRS

(Department of Legal Affairs)

(Judicial Section)

NOTICE

New Delhi, the 24th July, 1996

S.O. 2385.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Manjit Singh Advocate for appointment as a Notary to practise in Khanna, Distt. Ludhiana, (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(156)/96—Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1996

का. आ. 2386:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री डी. श्रीनिवास, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जर्नालिस्ट कॉलोनी, बंगलौर (कर्नाटक) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (157)/96 न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1996

S.O. 2386.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri D. Srinavasa Advocate for appointment as a Notary to practise in Journalist Colony, Bangalore (Karnataka).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(157)/96 Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1996

का. आ. 2387:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री रसिकभाई एन पटेल, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बड़ौदा न्यायालय (गुजरात) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (158)/96—न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1996

S.O. 2387.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Resikbhai N. Patel, Advocate for appointment as a Notary to practise in Baroda Court (Gujarat).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(158)/96 Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1996

का. आ. 2388:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री अनिल कुमार गुप्ता, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे फतेहगढ़ साहिब, पंजाब में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (159)/96—न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1996

S.O. 2388.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Anil Kumar Gupta, Advocate, for appointment as a Notary to practise in Fatehgarh Sahib (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(159)/96 Judl.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1996

का. आ. 2389.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सुरेश कुमार गुप्ता, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे पटियाला जिला (पंजाब) में व्यवसाय करने के लिए नोटरी के रूप नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (160)/96—न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1996

S.O. 2389.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Shri Suresh Kumar Gupta, Advocate, for appointment as a Notary to practise in Patiala Distt. (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(160)/96 JudL.]

P. C. KANNAN, Competent Authority

सूचना

नई दिल्ली, 24 जुलाई, 1996

का. आ. 2390.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री राजीव मोहन, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे अलीगढ़ सिटी (उत्तर प्रदेश) में, व्यवसाय करने के लिए नोटरी के रूप नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. 5 (161)/96—न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

NOTICE

New Delhi, the 24th July, 1996

S.O. 2390.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Rajiv Mohan, Advocate City for appointment as a Notary to practise in Aligarh (U. P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(161)/96 JudL.]

P. C. KANNAN, Competent Authority

गृह मंत्रालय

नई दिल्ली, 25 जुलाई, 1996

का. आ. 2391.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी में कार्य-साधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :

- (1) के. ओ. सु. बल, उत्तर-पूर्वी क्षेत्र (मुख्यालय) पटना।
- (2) के. ओ. सु. बल, हिन्दुस्तान जिल्फ लि., टुण्डू, धनबाद, बिहार।
- (3) के. ओ. सु. बल, फरक्का बांध परियोजना, फरक्का (पश्चिम बंगाल)।
- (4) के. ओ. सु. बल, ओ. एन. जी. सी., हजीरा, सूरज, गुजरात।
- (5) के. ओ. सु. बल, गुप मुख्यालय, चण्डीगढ़, (पंजाब)

[संख्या—12017/1/95—हिन्दी]

के. सी. कपूर, निदेशक

MINISTRY OF HOME AFFAIRS

New Delhi, the 25th July, 1996

S.O. 2391.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offi-

ces of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 per cent :—

- (1) Central Industrial Security Force, N.E. Region (HQrs) Patna.
- (2) Central Industrial Security Force, Hindustan Zinc Ltd. Tundu, Dhanbad, Bihar.
- (3) Central Industrial Security Force, Farakka Barrage Project, Farakka, (West Bengal).
- (4) Central Industrial Security Force, ONGC, Hazira, Surat, Gujarat.
- (5) Central Industrial Security Force, Group HQrs., Chandigarh, (Punjab).

[No. 12017/1/95-Hindi]

K. C. KAPOOR, Director

नई दिल्ली, 6 अगस्त, 1996

का. आ. 2392:—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :—

- (1) कार्यालय अपर पुलिस उप महानिरीक्षक, ग्रुप केन्द्र, केन्द्रीय रिजर्व पुलिस बल, भोपाल (मध्य प्रदेश)।
- (2) कार्यालय कमांडेंट 132 बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[संख्या : 12017/1/95—हिन्दी]

के. सी. कपूर, निदेशक

New Delhi, the 6th August, 1996

S.O. 2392.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 per cent:—

- (1) Office of the Additional Deputy Inspector General of Police, Group Centre, Central Reserve Police Force, Bhopal (M.P.).
- (2) Office of the Commandant, 132 Battalion, Central Reserve Police Force.

[No. 12017/1/95-Hindi]

K. C. KAPOOR, Director

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 5 अगस्त, 1996

का. आ. 2393:—सर्वसाधारण की सूचना यह अधिसूचित किया जाता है कि सचिव, पर्यावरण और वन मंत्रालय, भारत सरकार, नई दिल्ली द्वारा आयकर नियमावली, 1962 के नियम 6-क क-ग के अन्तर्गत निर्धारित प्राधिकारी होने के नाते निम्नलिखित संस्था/एसोसिएशन और इसके नीचे दिए गए इसके कार्यक्रमों की आगकर अधिनियम 1961 की धारा 35 गग ख के प्रयोजनार्थ अनुमोदित किया गया है।

संस्था/एसोसिएशन का नाम

तिरुमाला तिरुपति देवस्थानम्, तिरुपति - 517501

कार्यक्रम

- (i) बंजर पहाड़ी वनरोपण
- (ii) संस्थागत वक्षरोपण
- (iii) सड़क के किनारे वृक्षारोपण
- (iv) वनों की आग से सुरक्षा
- (v) स्मारक वृक्षारोपण

धारा 35—गग ख की उपधारा (2) के अन्तर्गत संस्था/एसोसिएशन तथा (ii) धारा 35—गग ख की उपधारा (1) के अन्तर्गत कार्यक्रमों के बारे में निर्धारित प्राधिकारी द्वारा दिए गए दोनों अनुमोदन निम्नलिखित शर्तों के अनुसार दिनांक 1-4-1996 से 31-3-1998 तक दो वर्षों की अवधि के लिए वैध होंगे।

1. वनों के संरक्षण और विकास और क्षेत्र में पारिस्थितिक संतुलन बनाये रखने के लिए, जैसा कि ऊपर उल्लेख किया गया है, तिरुमाला तिरुपति देवस्थानम्, तिरुपति, इसके द्वारा प्राप्त किये गये दानों के बारे में एक अलग खाता रखेगा।

2. तिरुमाला तिरुपति देवस्थानम्, तिरुपति प्रत्येक वित्तीय वर्ष के लिए हर वर्ष 30 जून तक अपने उपरोक्त कार्यक्रमों की प्रगति रिपोर्ट निर्धारित प्राधिकारी को प्रस्तुत करेगा।

3. तिरुमाला तिरुपति देवस्थानम्, तिरुपति कुल आय एवं व्यय को दर्शाने वाले लेखा परीक्षण वार्षिक लेखों तथा प्रत्येक कार्यक्रम की अलग-अलग स्थिति को दर्शाने हुए तुलन-पत्र की एक प्रति निर्धारित प्राधिकारी को हर वर्ष 30 जून तक पेश करेगा।

4. यह अनुमोदन निर्धारित प्राधिकारी की शर्त संतुष्टि के अनुसार है और यदि आवश्यक समझा गया तो इसे पूर्वव्यापी प्रभाव से वापस लिया जा सकता है।

[अधिसूचना सं. 10165/ का. सं. 203/16/96—आयकर नि.-II]

मालाथी, आर श्रीधरन, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 5th August, 1996

S.O. 2393.—It is notified for general information that the Institution/Association mentioned below and its programme given hereunder, have been approved by the Secretary, Ministry of Environment and Forests, Government of India, New Delhi, being the prescribed authority under the Rule 6-AAC of the Income-tax Rules, 1962, for the purposes of Section 35 CCB of Income-tax Act, 1961.

Name of the Institution/Association :

Tirumala Tirupati Devasthanams,
Tirupati-517 501.

Programmes :

- (i) Barren Hill Afforestation.
- (ii) Institutional Plantation.
- (iii) Road side avenue plantation.
- (iv) Fire protection of Forests.
- (v) Memorial plantation.

Both the approvals accorded by the prescribed Authority namely (i) to the Institution/Association under sub-section (2) of Section 35-CCB and (ii) to the programmes under sub-section (1) of Section 35-CCB valid for a period of two years with effect from 1-4-1996 to 31-3-1998 subject to the following conditions :—

1. Tirumala Tirupati Devasthanams, Tirupati shall maintain a separate account of the donations received for conservation and development of forests and maintenance of ecological balance in the area as mentioned above.
2. The Tirumala Tirupati Devasthanams, Tirupati shall furnish progress reports of the programmes mentioned above to the prescribed authority for every financial year by the 30th June each year.
3. The Tirumala Tirupati Devasthanams, Tirupati shall submit to the prescribed authority by the 30th June every year, a copy of the audited annual accounts showing the total income and expenditure and balance sheet showing the position of each of the programmes separately.

4. The approval is subject to the continued satisfaction of prescribed authority and may be withdrawn with retrospective effect, if considered necessary.

[Notification No. 10165/F. No. 203/16/96/ITA.II]

MALATHI R. SRIDHARAN, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 30 जुलाई, 1996

का. आ. 2394.—बैंककारी विनियमन अधिनियम, 1949 (1949 के 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10 की उपधारा (1), (ग) (स) के उपबंध, इंडियन बैंक के अध्यक्ष श्री एस. राजगोपाल पर, जहाँ तक इन्वेस्को इंडियन ग्रोथ फण्ड पी एल सी, मॉरिशस के बोर्ड में उनकी नियुक्ति का संबंध है, लागू नहीं होंगे।

[संख्या एफ. 20/3/94—बी ओ-1]

के. के. मंगल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 30th July, 1996

S.O. 2394.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (1)(c)(i) of Section 10 of the said Act shall not apply to Shri S. Rajagopal, Chairman, Indian Bank in so far as it relates to his appointment on the Board of Invesco Indian Growth Fund plc, Mauritius.

[F. No. 20/3/94-B.O.I.]

K. K. MANGAL, Under Secy.

नई दिल्ली, 2 अगस्त, 1996

का. आ. 2395.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध (स्कीम, 1980 के खण्ड 3 के उप खण्ड (1) खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उप खण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री के. सी. चौधरी, वर्तमान कार्यपालक निदेशक, सेंट्रल बैंक ऑफ इंडिया, को उनके कार्यभार ग्रहण करने की

तारीख से 31 मई, 2000 तक की अवधि के लिए विजया बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[एफ. सं. 9/7/96-बी. ओ. 1]

के. के. मंगल, अवसर सचिव

New Delhi, the 2nd August, 1996

S.O. 2395.—In pursuance of the powers conferred by clause (a) of sub-section 3 of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. C. Chowdhary, presently Executive Director, Central Bank of India as Chairman and Managing Director, Vijaya Bank for the period from the date of his taking charge and upto 31st May 2000.

[F. No. 9/7/96-B.O.J.]

K. K. MANGAL, Under Secy.

वाणिज्य मंत्रालय

(विदेश व्यापार महानिदेशालय)

नई दिल्ली, 5 अगस्त, 1996

का. आ. 2396:—मैक्स थर्मैक्स लिमिटेड, डी-13, एम. आई. डी. सी. इन्डस्ट्रियल एरिया, चिंचवाड, पुणे-411019 को 9-67,750.00 रुपये (अमरीकी डालर 30,625.00) के निर्यात दायित्व के साथ 2,93,248.00 रुपये (अमरीकी डालर 9,280.00) के लागत-बीमा-भाड़ा मूल्य हेतु अग्रिम लाइसेंस संख्या 0100259/1/01/1/05, दिनांक 16-8-95 मंजूर किया गया था और साथ ही डी. ई. ई. सी. बुक संख्या 175701, दिनांक 16-8-95 (भाग-1-आयात और 2-निर्यात) भी मंजूर किया गया था जिसकी वैधता लाइसेंस जारी करने से 12 माह तक थी। अब फर्म ने इस आधार पर अग्रिम लाइसेंस (सीमाशुल्क/विनिमय प्रयोजन दोनों की प्रतियाँ) तथा डी. ई. ई. सी. बुक (भाग-2-निर्यात) की दूसरी प्रति जारी करने के लिए आवेदन किया है कि वह डाक वितरण में कहीं खो गई है। फर्म ने आवश्यक शपथ पत्र भी प्रस्तुत किया है जिसके अनुसार उपर्युक्त अग्रिम लाइसेंस किसी सीमा-शुल्क प्राधिकारी के पास पंजीकृत नहीं था और उसका कोई उपयोग नहीं किया गया था। शपथ पत्र में हम आशय की घोषणा भी की गई है कि यदि उक्त लाइसेंस/डी. ई. ई. सी. बुक का वाद में पता लग जाता है या मिल जाती है तो उन्हें जारी करने वाले प्राधिकारी को लौटा दिया जाएगा।

इस बात से संतुष्ट हो जाने पर कि मूल अग्रिम लाइसेंस (सीमा-शुल्क/विनिमय प्रयोजन दोनों प्रतियाँ और डी.

ई. ई. सी. बुक) (भाग-2 निर्यात) खो गई है/अस्थानस्थ हो गई है, अवॉइसलाक्षरी को निदेश दिया गया है कि आवेदक को डुप्लीकेट अग्रिम लाइसेंस (सीमाशुल्क/विनिमय प्रयोजन दोनों प्रतियाँ) तथा डी. ई. ई. सी. बुक (भाग-2-निर्यात) जारी कर दिए जाएँ। ये, विदेश व्यापार (विकास और विनियम) अधिनियम, 1992 की धारा 9 की उपधारा (4) में प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा मूल अग्रिम लाइसेंस सं. 0100259/1/01/1/05 दिनांक 16-8-95 (सीमाशुल्क/विनिमय प्रयोजन दोनों) और डी. ई. ई. सी. बुक संख्या 175701 दिनांक 16-8-95 (भाग-2-निर्यात दोनों) को रद्द करती है।

[फा. सं. 01/81/40/550/ए. एम.-96/डी ई एस III/1959]

रिता माथुर, उप महानिदेशक, कुने महानिदेशक

MINISTRY OF COMMERCE

(Directorate General of Foreign Trade)

New Delhi, the 5th August, 1996

S.O. 2396.—M/s. Thermax, Limited D-13, MIDC Industrial Area, Chinchwad, Pune-411019 were granted an Advance Licence No. 0100259/1/01/1/05 dated 16-8-95 for CIF value of Rs. 2,93,248.00 (US\$ 9,280.00) with an Export Obligation of Rs. 9,67,750.00 (US\$ 30,625.00) along with DEEC Book No. 175701 dated 16-8-95 (Part I Import & II-Export) with a validity of 12 months from the date of issue of the Licence. Now the firm have applied for grant of duplicate of Advance Licence (Customs|Exchange purpose copy both) and DEEC Book (Part II Export) on the ground that the same have been lost in Postal Transit. The firm have furnished necessary Affidavit according to which the aforesaid Advance Licence was not registered with any Customs Authority and was not utilised at all. A declaration has also been incorporated in the Affidavit to the effect that if the said Licence|DEEC Book is|are traced or found later on, it will be returned to the Issuing Authority.

On being satisfied that the Original Advance Licence (Customs|Exchange purpose copy both) and DEEC Book (Part II-Export) have been lost|misplaced, the undersigned directed that duplicate Advance Licence (Customs|Exchange purpose copy both) and DEEC Book (Part-II-Export) should be issued to the applicant. I also, in exercise of the powers conferred in sub-clause (4) of Clause 9 of the Foreign Trade (Development and Regulation) Act, 1992, hereby cancel the Original Advance Licence No. 0100259/1/01/1/05 dated 16-8-95 (Customs|Exchange purpose copy both) and DEEC Book No. 175701 dated 16-8-95 Part II-Export.

[F. No. 01/81/40/550/AM-96/DES-III/1959]

RITA MATHUR, Dy. Director General
For Director General

कोयला मंत्रालय

नई दिल्ली, 25 जुलाई, 1996

क्र.आ. 2397.— केन्द्रीय सरकार को यह प्रतीत होता है कि इसमें उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त क्षेत्र में कोयले का पूर्वोक्षण करने के अन्तर्गत आणव्य की सूचना देती है,

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र रेखांक सं. राजस्व/4/95 तारीख 22 अप्रैल, 1995 का निरीक्षण सेंट्रल कोल फील्ड्स लि. (राजस्व विभाग) दरभंगा हाउस, रांची के कार्यालय में या कोयला नियंत्रक, 1, कार्डमिन हाउस स्ट्रीट, कलकत्ता के कार्यालय में या उपायुक्त हजारीबाग (बिहार) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में ताल्लफ्त सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारत साक्षक अधिकारी/विभागाध्यक्ष (राजस्व) सेंट्रल कोलफील्ड्स लि. दरभंगा हाउस, रांची को भेजेंगे।

अनुसूची

छत्ती बरीएतु ब्लाक

उत्तरी करनपुरा कोलफील्ड्स, जिला हजारीबाग

(पूर्वोक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़ में	क्षेत्र हेक्टर में	टिप्पणियां
1.	छत्ती बरीएतु	बरकागांव	14	हजारीबाग	670.00	271.14	भाग
2.	जर्वे	बरकागांव	15	हजारीबाग	445.00	180.08	भाग
3.	पगार	बरकागांव	19	हजारीबाग	125.00	445.27	भाग
4.	कुलीड	बरकागांव	20	हजारीबाग	35.00	14.16	भाग

कुल क्षेत्र : 2275.00 एकड़ (लगभग)
या
920.65 हेक्टर (लगभग)

सीमा वर्णन :

क—ख रेखा छत्ती बरीएतु और जर्वे ग्रामों से होकर जाती है [जो कोयला क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 4(1) के अधीन अर्जन के लिए प्रसंस्कृत पतछरा ब्लाक की सम्मिलित सीमा बनाती है] और बिन्दु “ख” पर मिलती है।

ख—ग रेखा जर्वे, छत्ती बरीएतु और पगार ग्रामों से होकर जाती है और बिन्दु “ग” पर मिलती है।

ग—घ रेखा पगार कुलीड ग्रामों से होकर फिर पगार से होकर जाती है और बिन्दु “घ” पर मिलती है।

घ—क रेखा पगार और छत्ती बरीएतु ग्रामों से होकर जाती है और प्रारंभिक बिन्दु “क” पर मिलती है।

[सं. 43015/19/95-एल.एस. डब्ल्यू.]

श्रीमती प्रेमलता सैनी, अवर सचिव

MINISTRY OF COAL

New Delhi, the 25th July, 1996

S.O. 2397.— Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of intention to prospect for coal herein:

The plan No. Rev/4/95 Dated the 22nd April, 1995, of the area covered by this notification can be inspected at the Office of the Central Coalfields Limited (Revenue Department), Darbhanga House, Ranchi or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the Deputy Commissioner, Hazaribagh (Bihar);

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of Department (Revenue) Central Coalfields Limited, Darbhanga House, Ranchi, within ninety days from the date of publication of this notification.

SCHEDULE
CHATTI BARIATU BLOCK
NORTH KARANPURA COALFIELD
DISTRICT HAZARIBAGH

(Showing land notified for prospecting)

Sl. No.	Village	Thana	Thana number	District	Area in acre	Area in hectares	Remarks
1	2	3	4	5	6	7	8
1.	Chatti Bariatu	Barkagaon	14	Hazaribagh	670.00	271.14	Part
2.	Jardey	Barkagaon	15	Hazaribagh	445.00	180.08	Part
3.	Pagar	Barkagaon	19	Hazaribagh	125.00	455.27	Part
4.	Kulead	Barkagaon	20	Hazaribagh	35.00	14.16	Part
Total area ;—					2275.00 acres (approximately) or 920.65 hectares (approximately)		

Boundary description :—

- A—B line Passes through villages Chatti Bariatu and Jardey [which forms common boundary with Patchara Block processed for acquisition U/s 4(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957] and meets at point 'B'.
- B—C line passes through villages Jardey, Chatti Bariatu and Pagar and meets at point 'C'.
- C—D line passes through villages Pagar, Kulead then through Pagar and meets at point 'D'.
- D—A line passes through villages Pagar and Chatti Bariatu and meets at starting point 'A'.

[No. 43015/19/95-LSW

Mrs. P.L. SAINI, Under Secy.

नई दिल्ली, 25 जुलाई, 1996

का.आ. 2398.— केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपावद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आणय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र रेखांक सं: राजस्व/13/95, तारीख 22 अप्रैल, 1995 का निरीक्षण; सेंट्रल कोलफील्ड्स लि. (राजस्व विभाग) दरभंगा हाउस, रांची के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या उपायुक्त, हजारीबाग (बिहार) के कार्यालय में या उपायुक्त, छतरा (बिहार) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाले भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की, उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारत शासक अधिकारी/विभागाध्यक्ष (राजस्व) सेंट्रल कोलफील्ड्स लि., बरभंगा हाउस, रांची को भेजेंगे।

अनुसूची

डूमरी ब्लॉक

उत्तरी करनपुरा कोलफील्ड्स जिला हजारीबाग और छतरा

(पूर्वक्षण के लिए अधिसूचित भूमि वसति हुए)

क्र. सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़ में	क्षेत्र हेक्टर में	टिप्पण
1.	मनातू	बरकागांव	3	हजारीबाग	378.00	152.97	भाग
2.	लुंडा	बरकागांव	13	हजारीबाग	850.00	343.98	भाग
3.	चट्टी बारीएतु	बरकागांव	14	हजारीबाग	35.00	14.16	भाग
4.	पगार	बरकागांव	19	हजारीबाग	375.00	151.75	भाग
5.	गोपाड़ा	तंडवा	39/196	छतरा	60.00	24.28	भाग
6.	डूमरी	तंडवा	40/197	छतरा	670.00	271.14	भाग
7.	पारा	तंडवा	41/198	छतरा	354.00	143.25	भाग

[कुल क्षेत्र: 2722.00 एकड़ (लगभग)]

या

1101.53 हेक्टर (लगभग)

सीमा वर्णन:

- क—ख रेखा डूमरी और पारा ग्रामों से होकर जाती है और फिर डूमरी और पारा ग्रामों की सम्मिलित सीमा के साथ-साथ फिर पारा ग्राम से होकर बिन्दु “ख” पर मिलती है।
- ख—ग रेखा छत्ती बारीएतु ग्राम से होकर जाती है और बिन्दु “ग” पर मिलती है।
- ग—घ रेखा छत्ती बारीएतु पगार ग्रामों से होकर जाती है और बिन्दु “घ” पर मिलती है।
- घ—ङ रेखा पगार तुंडा और नातू से होकर जाती है और बिन्दु “घ” पर मिलती है।
- ङ—क रेखा डूमरी और गोपाड़ा ग्रामों से होकर फिर डूमरी ग्राम से होकर जाती है और प्रारम्भिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/20/95-एल.एस.डब्ल्यू.]

श्रीमती प्रेमलता सैनी, अवसर सचिव

New Delhi, the 25th July, 1996

S.O. 2398.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal herein;

The Plan No. Rev/5/95, dated the 22nd April, 1995, of the area covered by this notification can be inspected at the Office of the Central Coalfields Limited (Revenue Department), Darbhanag House, Ranchi or at the Office of the Coal Controller, 1, Council House Street, Calcutta or at the Office of the Deputy Commissioner, Hazaribagh (Bihar) or at the Office of the Deputy Commissioner, Chatra (Bihar).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of Department (Revenue) Central Coalfields Limited, Darbhanga House, Ranchi within ninety days from the date of publication of this notification.

SCHEDULE

DUMRI BLOCK
NORTH KARANPURA COALFIELD
DISTRICT HAZARIBAGH AND CHATRA

(Showing land notified for prospecting)

Sl. No.	Village	Thana	Thana number	District	Area in acres	Area in hectares	Remarks
1	2	3	4	5	6	7	8
1.	Manatu	Barkagaon	3	Hazaribagh	378.00	152.97	Part
2.	Tunda	Barkagaon	13	Hazaribagh	850.00	343.98	Part
3.	Chatti Bariatu	Barkagaon	14	Hazaribagh	35.00	14.16	Part
4.	Pagar	Barkagaon	19	Hazaribagh	375.00	151.75	Part
5.	Gopada	Tandwa	39/196	Chatra	60.00	24.28	Part
6.	Dumari	Tandwa	40/197	Chatra	670.00	271.14	Part
7.	Parra	Tandwa	41/198	Chatra	354.00	143.25	Part
Total area :					2722.00 acres (approximately)		
or					1101.53 hectares (approximately)		

BOUNDARY DESCRIPTION :

A—B	line passes through village Dumari and Parra, then along the common boundray of villages Dumari and Parra then through village Parra and meets at point 'B'.
B—C	line passes through village Chatti Bariatu and meets at point 'C'.
C—D	line passes through villages Chatti Bariatu and Pagar and meets at point 'D'.
D—E	line passes through villages Pagar, Tunda and Manatu and meets at point 'E'.
E—A	line passes through villages Dumari, Gopada then through village Dumari and meets at starting point 'A'.

[No. 43015/20/95-LSW]

Mrs. P.L. SAINI, Under Secy.

नई दिल्ली 25 जुलाई, 1996

का.प्रा. 2299— केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाययुक्त अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है,

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है,

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र रेखांक सं. राजस्व/13/95 तारीख 7 जुलाई, 1995 का निरीक्षण सेंट्रल कोल-फील्ड्स लि. (राजस्व अनुभाग) दरभंगा हाउस, रांची के कार्यालय में या कलकटर, कोयला नियंत्रक कार्डसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या उपायुक्त हजारीबाग (बिहार) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर भार साधक अधिकारी/विभागाध्यक्ष (राजस्व) को भेजेंगे।

अनुसूची
करेडरी खंड
उसरी करमपुरा कोलफील्ड
जिला हजारीबाग
(पूर्वक्षेत्र के लिए अधिसूचित भूमि वर्णित करते हुए)

क्र.सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़ में	क्षेत्र हेक्टर में	टिप्पणी
1.	काछा	बरकागांव	7	हजारीबाग	145.00	58.68	भाग
2.	हवाई	बरकागांव	8	हजारीबाग	850.00	343.00	भाग
3.	भूधरी	बरकागांव	9	हजारीबाग	270.00	109.26	भाग
4.	तौरहेसा	बरकागांव	10	हजारीबाग	150.00	60.70	भाग
5.	पांडा	बरकागांव	11	हजारीबाग	849.58	343.80	भाग
6.	बेलिया	बरकागांव	12	हजारीबाग	178.41	72.20	संपूर्ण
7.	टूण्डा	बरकागांव	13	हजारीबाग	70.00	28.33	भाग
8.	पगार	बरकागांव	19	हजारीबाग	96.00	38.85	भाग
9.	जमधारा	बरकागांव	27	हजारीबाग	95.23	38.54	भाग
10.	पावरा	बरकागांव	29	हजारीबाग	212.24	85.88	भाग
11.	अप्रोल	बरकागांव	30	हजारीबाग	480.00	194.25	भाग
12.	पाण्डेकुल्ली	बरकागांव	31	हजारीबाग	128.00	51.80	भाग
13.	बेल्टू	बरकागांव	32	हजारीबाग	600.00	242.80	भाग
14.	फरदावर	बरकागांव	33	हजारीबाग	600.00	242.80	भाग
15.	उरनत	बरकागांव	41	हजारीबाग	65.00	26.30	भाग
16.	बस्टोली	बरकागांव	42	हजारीबाग	415.00	167.94	भाग
17.	जोबरा	बरकागांव	43	हजारीबाग	35.00	14.16	भाग
18.	बासूरिया	बरकागांव	44	हजारीबाग	65.00	26.30	भाग
19.	सिखा	बरकागांव	46	हजारीबाग	130.00	52.60	भाग
कुल क्षेत्र :				5434.46 एकड़ (लगभग)			
				या			
					2199.17 हेक्टर (लगभग)		

सीमा वर्णन :

क-ख रेखा टूण्डा और पगार ग्रामों से होकर जाती है और "ख" बिन्दु पर मिलती है।

ख-ग रेखा ग्राम पगार से होकर जाती है फिर बलिया और पगार ग्रामों की भागतः सम्मिलित सीमा के साथ-साथ जाती है, ग्राम पाण्डा से होकर और भूधरी और मसारिका, हवाई और हरला ग्रामों की भागतः सम्मिलित सीमा के साथ-साथ पुनः जाती है, पावरा, जमधारा तथा बेल्टू ग्रामों से होकर जाती है (जो कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 4(1) के अधीन अधिसूचना के लिए प्रस्तावित होहारो खंड के साथ भागतः सम्मिलित सीमा बनाती है) और बिन्दु "ग" पर मिलती है।

रेखा बेसत, करदावार, बेरोली, करदावार, बेरोली ग्रामों से होकर जाती है और फिर बेरोली और उसमें आया की (पारस और विकास) अधिनियम, 1957

3110 THE GAZETTE OF INDIA : AUGUST 17, 1996/SHRAVANA 26, 1918 [PART II—SEC. 3(ii)]

पेट्रोलियम और प्राकृतिक गैस मंत्रालय	अनुसूची		
	प्राधिकारी	पता	राज्य
	(1)	(2)	(3)
नई दिल्ली, 30 जुलाई, 1996			अधिकारिता
का. आ. 2400.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तंभ 1 में उल्लिखित प्राधिकारियों को, उक्त अनुसूची के स्तंभ 3 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के भीतर, उक्त अधिनियम के अधीन मक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।	(i) उपायुक्त	सिलचर, जिला कछार, (असम)	कछार जिला असम राज्य
	(ii) अपर उपायुक्त	सिलचर, जिला कछार, (असम)	कछार जिला असम राज्य
	[सं. ओ.-12016/3/95-ओ.एन.जी.डी.-4]		
	संजिव मिश्र, संयुक्त सचिव		

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 30th July, 1996

S.O. 2400.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby authorise the authorities mentioned in column 1 of the Schedule below to perform the functions of the Competent Authority under the said Act within the area mentioned in the corresponding entry in column 3 of the said Schedule.

SCHEDULE

Authority	Address	Territorial Jurisdiction
(1)	(2)	(3)
(i) Deputy Commissioner	Silchar, Distt. Cachar (Assam)	Cachar District Assam State
(ii) Addl. Deputy Commissioner	Silchar, Distt. Cachar (Assam)	Cacher Disit. Assam State

[No. O-12016/3/95-ONG/D.IV]
SANJIV MISRA, Joint Secy

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य विभाग)

नई दिल्ली, 26 जुलाई, 1996

का. आ. 2401.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 12 की उपधारा (2) और उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आयुर्वेद गणराज्य में आयुर्विज्ञान संस्थाओं द्वारा प्रदान की गई आयुर्विज्ञान अर्हताओं की मान्यता के लिए व्यक्तिकारिता स्कीम के अनुसरण में और भारतीय आयुर्विज्ञान परिषद् से परामर्श के पश्चात्, उक्त अधिनियम का द्वितीय अनुसूची में, उन आयुर्विज्ञान अर्हताओं का सम्मिलित करने के लिए, जिन्हें भारतीय आयुर्विज्ञान परिषद् मान्यता देने का विनिश्चय करे, निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिनियम की द्वितीय अनुसूची में, “(ज) जब यह 17 जून, 1964 को या उसके पूर्व प्रदान की गई हो” वाक्य से प्रारंभ होने वाले और “2 जनवरी, 1967 को या उसके पूर्व पहले से ही मान्यता प्राप्त अर्हताएं हो” शब्दों से समाप्त होने वाली शर्त के पश्चात्, निम्नलिखित परन्तुक जोड़ा जाएगा, अर्थात् :-

1.	2.	3.	4.	5.	6.	7.	8.
6.	Balia	Barkagaon	12	Hazaribagh	178.41	72.20	Full
7.	Tunda	Barkagaon	13	Hazaribagh	70.00	28.33	Part
8.	Pagar	Barkagaon	19	Hazaribagh	96.00	38.85	Part
9.	Jamdara	Barkagaon	27	Hazaribagh	95.23	38.54	Part
10.	Pabra	Barkagaon	29	Hazaribagh	212.24	85.88	Part
11.	Aprol	Barkagaon	30	Hazaribagh	480.00	194.25	Part
12.	Pandey-Kully	Barkagaon	31	Hazaribagh	128.00	51.00	Part
13.	Beltu	Barkagaon	32	Hazaribagh	600.00	242.80	Part
14.	Kardabar	Barkagaon	33	Hazaribagh	600.00	242.80	Part
15.	Urut	Barkagaon	41	Hazaribagh	65.00	26.30	Part
16.	Baroli	Barkagaon	42	Hazaribagh	415.00	167.94	Part
17.	Zobra	Barkagaon	43	Hazaribagh	35.00	14.16	Part
18.	Basuria	Barkagaon	44	Hazaribagh	65.00	26.30	Part
19.	Sirwa	Barkagaon	46	Hazaribagh	130.00	52.60	Part

Total Area ; 5434.46 acres (approximately)
or 2199.17 hectares (approximately)

BOUNDARY DESCRIPTION ;

- A—B line passes through villages Tunda and Pagar and meets at point 'B'.
- B—C line passes through village Pagar then passes along the part common boundary of villages Balia and Pagar, through village Panda and passes again along part common boundary of villages Bhughuri and Sasaria, Hawai and Harlia through villages Pabra, Jamdara and Beltu (which forms part common boundary with Hoharo Block proposed for notification U/s 4(1) of Coal Bearing Areas (Acquisition and Development) Act, 1957 and meets at point 'C'.
- C—D line passes through villages Beltu, Kardabar, Baroli, Kardabar, Baroli, then passes along the part common boundary of villages Baroli and Urut (which forms part common boundary with Haharo Block proposed for notification (U/s 4(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 and meets at point 'D'.
- D—E—F—G lines pass through villages Baroli, Urut, Sirwa then along the part common boundary of villages Basuria and Nawadih, through villages Basuria, Baroli and Basuria and meet at point 'G'.
- G—H line passes along the part common boundary of villages Baroli and one un-named village and common boundary with Baroli and Zobra then through village Zobra and Beltu and meets at point 'H'.
- H—I line passes through village Beltu, Aprol, Pandeykully, Kachha and Hawai and meets at point 'I'.
- I—J—K—A lines pass through villages Hawai, Bhughuri, Hawai, Bhughari, Torhesa, then along apart common boundary of one un-named village and Balia through village Tunda and meet at starting point 'A'.

[No. 43015/25/95-LSW]

Mr. P.L. SAINI, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

अनुसूची

नई दिल्ली, 30 जुलाई, 1996

का. आ. 2400.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में, नीचे दी गई अनुसूची के स्तंभ 1 में उल्लिखित प्राधिकारियों को, उक्त अनुसूची के स्तंभ 3 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के भीतर, उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

प्राधिकारी	पता	राज्य अधिकारिता
(1)	(2)	(3)
(i) उपायुक्त	सिलचर, जिला कछार, (असम)	कछार जिला असम राज्य
(ii) अपर उपा- युक्त	सिलचर, जिला कछार, (असम)	कछार जिला असम राज्य

[सं. ओ.-12016/3/95-ओ.एन.जी.डी.-4]

संजीव मिश्र, संयुक्त सचिव

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 30th July, 1996

S.O. 2400.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby authorise the authorities mentioned in column 1 of the Schedule below to perform the functions of the Competent Authority under the said Act within the area mentioned in the corresponding entry in column 3 of the said Schedule.

SCHEDULE

Authority	Address	Territorial Jurisdiction
(1)	(2)	(3)
(i) Deputy Commissioner	Silchar, Disst. Cachar (Assam)	Cachar District Assam State
(ii) Addl. Deputy Commissioner	Silchar, Distt. Cachar, (Assam)	Cacher Disit. Assam State

[No. O-12016/3/95-ONG/D.IV]

SANJIV MISRA, Joint Secy

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 26 जुलाई, 1996

का. आ. 2401.—केन्द्रीय सरकार, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 12 की उपधारा (2) और उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आयरलैंड गणराज्य में आयुर्विज्ञान संस्थाओं द्वारा प्रदान की गई आयुर्विज्ञान अर्हताओं की मान्यता के लिए व्यक्तिकारिता स्कीम के अनुसरण में और भारतीय आयुर्विज्ञान परिषद् से परामर्श के पश्चात्, उक्त अधिनियम का द्वितीय अनुसूची में, उन आयुर्विज्ञान अर्हताओं को सम्मिलित करने के लिए जिन्हें भारतीय आयुर्विज्ञान परिषद् मान्यता देने का विनिश्चय करे, निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त अधिनियम की द्वितीय अनुसूची में, “(ज) जब यह 17 जून, 1964 को या उसके पूर्व प्रदान की गई हो” वाक्य से प्रारंभ होने वाले और “2 जनवरी, 1967 को या उसके पूर्व पहले से ही मान्यता प्राप्त अर्हताएं हो” शब्दों से समाप्त होने वाली शर्त के पश्चात्, निम्नलिखित परन्तुक जोड़ा जाएगा, अर्थात्:—

परन्तु पत्र (ज) निम्नलिखित मागणी में विनिर्दिष्ट आयुविधान अर्हताओं के संबंध में नाम नहीं दी जाती यदि वह 23 जुलाई 2001 को या उसके पूर्व प्रदान की जाती है।

सारणी			
देश	उपाधि	डिप्लोमाओं में वर्णित अर्हता का स्वरूप	संक्षेपाक्षर
डबलिन विश्वविद्यालय	एम.बी.बी.सी.एच.	बैचलर ऑफ मेडिसिन एण्ड बैचलर ऑफ सर्जरी	डबलिन वि.
राष्ट्रीय विश्वविद्यालय आयरलैंड	एम.बी.बी.सी.एच.	बैचलर ऑफ मेडिसिन एण्ड बैचलर ऑफ सर्जरी	रा.वि., आयरलैंड
रायल कॉलेज ऑफ फिजिशियंस ऑफ आयरलैंड	एल.आर.सी.पी.	लाइसेन्सिएट	एल.आर.सी.आयरलैंड
रायल कॉलेज ऑफ सर्जन्स, आयु.एल.आर.सी.एस. आयरलैंड	एल.आर.सी.एस.	लाइसेन्सिएट	एल.आर.एस. आयरलैंड
एपायिवैरिज हाल ऑफ डबलिन	एल.ए.एच.	लाइसेन्सिएट	ए.ए.एच. डबलिन

[सं. बी-11015/22/92-एम ई (यू जी)]

एस.के. मिश्रा, डेस्क अधिकारी

MINISTRY OF HEALTH AND FAMILY WELFARE
(Department of Health)

New Delhi, the 26th July, 1996

S.O. 2401.—In exercise of the powers conferred by sub-section (2) and (3) of section 12 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government in pursuance of a scheme of reciprocity for recognition of medical qualifications granted by medical institutions in the Republic of Ireland and after consultation with the Medical Council of India, hereby makes the following further amendment in the Second Schedule to the said Act, so as to include therein the medical qualifications which the Medical Council of India decided should be recognised, namely :—

In the Second Schedule to the said Act, after the condition beginning with the portion “(h) when granted on or before 12th June, 1964.” and ending with the portion, “recognised on or before the 2nd January, 1967”, the following proviso shall be added, namely :—

Provided that the condition (h) shall not apply in respect of the medical qualifications specified in the following Table if granted on or before the 23rd day of July, 2001.

Table

Country	Title	Nature of qualification as stated in diploma	Abbreviation
1	2	3	4
University of Dublin	M.B., B. Ch.	Bachelor of Medicine and Bachelor of Surgery.	U. Dubl.
National University of Ireland	M.B., B. Ch.	Bachelor of Medicine and Bachelor of Surgery.	N.U. Irel.
Royal College of Physicians of Ireland	L.R.C.P.	Licentiate	L.R.C. Irel.
Royal College of Surgeons, Ireland	L.R.C.S.	Licentiate	L.R.S. Irel.
Apothecaries' Hall of Dublin	L.A.H.	Licentiate	A.H. Dubl.

[No. V. 11015/22/92-ME(UG)]

S. K. MISHRA, Desk Officer

वस्त्र मंत्रालय

श्रम मंत्रालय

नई दिल्ली, 31 जुलाई, 1996

नई दिल्ली, 22 जुलाई, 1996

का.आ. 2402:— केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम 4 के अनुसरण में वस्त्र मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालयों को, जिनमें 80 प्रतिशत कर्मचारीबृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. एम. एस. के मिल, गुलबर्गा
2. अदोनी काटन मिल, अदोनी, आन्ध्र प्रदेश
3. नटराज स्पिनिंग एण्ड वीविंग मिल, निर्मल, अदिलाबाद, आन्ध्र प्रदेश।
4. रेशम बीट बीज उत्पादन केन्द्र, राष्ट्रीय रेशम परियोजना, केन्द्रीय रेशम बोर्ड, प्रेम नगर, देहरादून (उ.प्र.)
5. अनुसंधान विस्तार केन्द्र, केन्द्रीय टसर अनुसंधान एवं प्रशिक्षण संस्थान, 'अलोकविला', 1163, सिरवारा रोड, सुल्तानपुर (उ.प्र.)

[सं. ई-11015 (2)/95-हिन्दी]

चरन दास, उप सचिव

MINISTRY OF TEXTILES

New Delhi, the 31st July, 1996

S.O. 2402.—In pursuance of Sub-Rule 4 of the 10 of the Official Language (Use for Official Purposes of the Union), Rule, 1976 the Central Government hereby notifies the following offices under the Ministry of Textiles whereof more than 80 per cent staff have acquired working knowledge of Hindi:—

1. M.S.K. Mill, Gulberga.
2. Adoni Cotton Mill, Adoni, Andhra Pradesh.
3. Natraj Spinning & Weaving Mill, Nirmal, Adilabad, Andhra Pradesh.
4. National Silkworm Seed Project, National Silk Project, Central Silk Board, Prem Nagar, Dehradun (U.P.).
5. Research Extension Centre, Central Tasar, Research & Training Institute, 'Alokvilla', 1163, Sirwara Road, Sultanpur (U.P.).

[No. E-11015/2/95-Hindi]
CHARAN DAS, Dy. Secy.

का.आ. 2403—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में औद्योगिक सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम नं. 1 बम्बई के पंचपट भाग 1 और भाग 3 को प्राणित करती है जो केन्द्रीय सरकार को 18-7-96 को प्राप्त हुआ था।

[संख्या एन-12012/432/89/डी. 2ए/आईआर (बी-2)]
पी.जे. माईकल, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 22nd July, 1996

S.O. 2403.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Part I and Part II of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 18-7-1996.

[No. L-12012/432/89-D.II (A)/IR (B-II)]

P. J. MICHAEL, Desk Officer,

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, BOMBAY

PRESENT :

Shri Justice R. G. Sindhakar, Presiding Officer.
Reference No. CGIT-25 of 1990

PARTIES :

Employers in relation to the management of Union Bank of India

AND

Their Workmen.

APPEARANCES :

For the Management—Shri Patankar, Advocate.
For the Workman—Shri Paranjape, Advocate.INDUSTRY : Banking STATE : Maharashtra
Bombay, the 20th day of December, 1994

AWARD (PART-I)

Government of India, Ministry of Labour has made following reference for adjudication of the dispute under Section 10(1)(d) read with sub-section 2-D of the Industrial Dispute Act, 1947.

"Whether the action of the management of Union Bank of India in dismissing Shri K. K. Salian, Special Assistant from the services of the Bank is justified? If not, to what relief is the workman concerned entitled?"

2. Statement of claim and written statement has been filed. Facts are not much in dispute. Admittedly Shri Salian was an employee on the establishment of Union Bank of India. His services were terminated with effect from 15-9-1984 while he was working as a Special Assistant. His

contention is that he was an active member of the Union. He states that he tried to promote a housing society at Andheri. Shri Sirur was the Co-Promotor. He took necessary steps but presently it is not necessary to deal with the details of the steps taken and the result of the efforts made by Shri Salian. The facts is that he came to be chargesheeted and the Enquiry Officer concluding against him his services were terminated.

2. The management filed written statement and it is contended that Shri Salian made false representation inducing employees to pay him and has in fact cheated them and misappropriated the monies collected. It was also found that he was carrying on business without prior permission of the management.

4. The Enquiry Officer found against him after a fair and proper enquiry in accordance with the principles of natural justice and the management imposed penalty which is questioned in this reference.

5. I have heard learned advocates on either side because in the statement of claim the fairness of the enquiry was challenged. Shri Paranjape, appearing on behalf of the workman submitted that he wanted to urge that the allegations even if held proved could not justify penalty because that was not an act of misconduct which could be dealt with by way of disciplinary action.

6. It is submitted on behalf of the workman that first charge levelled against him was based on the allegation that while in the employment of the Bank he fraudulently enrolled about 84 members under the guise of floating a co-operative housing society and posing himself as Chief Promotor collected money to the extent of Rs. 7.20 lakhs by cheques and over Rs. 1.00 lakh in cash over a period of 16 years. He did not keep any account, gave false information to the members from time to time stating that 'no objection' certificate has been issued by the Government of Maharashtra and called upon them to pay Rs. 5,000 to Rs. 8,000 in cash and collected the same. No progress has been made in the promotion of the society. Dis-satisfied with the progress of the society, members requested for refund of money. Many members complained that in spite of repeated requests their amounts have not been refunded and there was no progress in the promotion of the society. One of the members Smt. Virginia D'Souza was issued a cheque for Rs. 19,051 drawn on Nariman Point Branch jointly signed by Shri Salian along with Shri Sirur, Co-promotor and which cheque was returned unpaid for want of sufficient balance in the Account on three occasions. The joint account in their names into which collections from members were deposited showed a balance of only Rs. 5 and out of the total of Rs. 4.87 lakhs collected Rs. 2.82 lakhs was unaccounted.

7. The second charge was that Shri Salian has entered into business and has started an industry in the name and style of M/s. Harish Industries at Bombay Talkies Compound, Melad (West). Shri Salian has misappropriated the money fraudulently collected from the members towards the proposed housing society and invested the same in the above business. These activities according to the chargesheet constituted gross misconduct consisting of :—

1. Cheating.
2. Misappropriation.
3. Entering into and carrying on outside business without obtaining permissible from the Bank.
4. Doing acts prejudicial to the interest of the Bank.
5. Issuing cheques without sufficient balance in the Account.

8. Submission of Mr. Paranjape on behalf of the workman was that the charge was outside the purview of the disciplinary powers and he relied upon a decision of Bombay High Court in the case between Nandita B. Palekar and Y. S. Kasbekar and others reported in 1985 Vol. II LLJ Page 336. That was a case in which an officiating senior clerk of the Maharashtra Housing Board was allotted a tenement constructed by the Housing Board under the Low Income Group Housing Scheme. It was open for allotment 1990 GI/96—3

to general public as well as employees of Housing Board. An undertaking given by the senior clerk was breached and therefore, disciplinary action was taken and he was dismissed on the charge of subletting made in breach of the undertaking held proved. The action was not approved by the Tribunal when the application under Section 33(2)(b) of the Industrial Disputes Act was made. The High Court held that this cannot be a subject matter of action. It is no doubt observed that as a general it cannot be said that misconduct for which disciplinary action could be taken must always be in the discharge of the duties in the course of employment but conduct outside employment may have bearing on employment.

9. In this case reference has been made to the decision of the Supreme Court in the case between Indian Express and Chronical Press and M.C. Kapur, reported in 1974 II LLJ page 240. That was a case where a co-operative society, the membership of which was confined to the employees of the Indian Express and Chronicle Press was set up in 1957. The management was having no financial or other interest in the society and was also not having any control over the management, functioning or finance of the society. Some amenities were provided by the employer to the society. The treasurer of the society who was working as line operator in the Press was found guilty of certain serious financial irregularities including defalcation of society's funds by the managing committee of the society and the matter was reported to the general manager of the press. Disciplinary action for misappropriation of the funds of the society, for getting false cash memoes prepared, fabrication of accounts of the society, refusal to account for certain sum, etc., and after enquiry he was dismissed from the service. Here also the Industrial Tribunal declining to accord approval to the dismissal of the employee on the ground that misconduct alleged against the employee was outside the purview of the standing orders. Appeal preferred by the employer came to be rejected by the Supreme Court on the ground that the charges levelled against the employee and findings did not relate in any manner, to the question of discipline and that the charges levelled and proved at the enquiry which was the basis of the order of dismissal did not constitute acts subversive of discipline.

10. Mr. Paranjape submitted relying upon the two decisions that the ratio laid down squarely applies to the facts of the present case. According to him the statement of allegations in the charge and justification in the written statement filed on behalf of the Bank in this case clearly goes to show that the workman Shri Salian had promoted Co-operative Housing Society for the employees of the Bank, he was accused of having made some misrepresentations to the proposed members who were employees of the Bank and induced them to part with money. It was also alleged to have misappropriated that amount which he received from the employees. Submissions is that the allegations even if held proved as has been done in this case by the Competent Authority cannot be made basis of disciplinary action taken against him. It is evident that he is supported by the two decisions on which he placed reliance.

11. On behalf of the Bank Mr. Bhatkal submitted that the facts of this case did not attract the application of the ratio laid down in the two decisions. According to him it is the reputation of the Bank that was at stake. The employees of the Bank were induced to part with money by a follow employee on the pretext of having floated a co-operative housing society and for which he had obtained a 'no objection' certificate. An account was opened in the branch of a Bank by him and Copromoter Shri Sirur for depositing the amount collected and a cheque was issued by these two persons in favour of the employee who wanted to have flat in the society that cheques bounced thrice. He submits that the Bank management cannot helplessly watch this situation and allow this to be taken care of by criminal/civil Courts at the instance of those aggrieved employees of the Bank. He therefore, submits that even in the case of Mr. Palekar Court had observed that as a general rule it cannot be said that misconduct for which disciplinary action could be taken must always be in the discharge of his duties in the course of employment but conduct outside employment may have a bearing on employment. I have pointed out above decision in the Indian Express

case dealt with case of an employee of co-operative housing society committing defalcation of society's funds by misappropriating funds, getting false cash memo prepared, falsification of accounts of the society, refusal to account for certain sum, refusal to hand over charge even after resignation was accepted. Similar allegations are in this case before me and that is that employee who floated housing scheme and invited the employees to become members and pay money. Mr. Bhatkal submitted that the case is that he invited employees by general circular issued by him and large number of employees were attracted to give him money. I am unable to see how that would change the basic issue involved in this case. The issue is whether employee of the Bank could be proceeded against departmental if he floats a housing society for providing accommodation to the employees of the Bank and takes money from them by making misrepresentations and if it would come within the 'misconduct' enumerated by the Bipartite Agreement.

12. Mr. Bhatkal referred to Clause (j) of 19.5 of the Bipartite Settlements 1966. It reads thus : "doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the bank in serious loss". I fail to see how in this case before me the delinquent employee could be said to have done any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss. All that he could say was that reputation of the bank was involved because it would result in loss of confidence. I find that it is a far stretched argument and cannot be accepted to bring present delinquent in the net. In support he submitted that a cheque issued in favour of Smt. D'Souza for sum of Rs. 19,051 on Nariman Point Branch bounced back for want of sufficient balance. I do not see how this would help the bank to contend that he committed misconduct. For this act if advised the bank can take suitable steps. In fact it does appear from para 4 of the statement of claim that he was called by the Deputy General Manager and was told that if he does not pay the amount the workman will have to face dire consequences and workman advised Smt. D'Souza to present cheque on same other date which she failed to do. In my opinion the submission made by Mr. Paranjape is well founded and deserves to be accepted.

13. Mr. Bhatkal relied upon a decision in the case between Shardaprasad Onkarprasad Tiwari and others and Central Railway reported in 1960 I L.L.J. page 167. That was a case where servant was dismissed for misconduct committed by him outside the working hours and outside the course of his employment. The Central Railway was the employer and contention raised on behalf of the employee about jurisdiction of the Central Railway to take disciplinary action against the employees for any act or omission of the employees as members or office-bearers of the society was raised. Observations made in that judgement are relied upon it is submitted that it is an implied condition of servants and of an employment and the contention that it will never amount to "serious misconduct" if it is outside sphere of duties of Railway servant was rejected. It has to be noted however that penalty enumerated included dismissal from service and Rule 6 in Chapter XVII which is rule 1706 in the Code enumerated the circumstances under which a Railway Servant was liable to be dismissed from service and those circumstances were :

- (i) Conviction by a Criminal Court, or by Court-martial, or
- (ii) serious misconduct, or
- (iii) neglect of duty resulting in, or likely to result in, loss to Government or to a Railway Administration or danger to the lives of persons using the Railway. The question that was being considered was whether the conduct amounted to "serious misconduct" within the meaning of that rule. Therefore, that authority, with respect will not be of much assistance to Mr. Bhatkal. Here Cl. 19.5 reads for as is relevant. "By the expression "gross misconduct" shall be meant any of the following acts and omission on the part of an employee" and then come the various categories which includes 'J' to which reference is made by the learned counsel. Therefore it must be covered and

it is not left to the bank to bring within its sweep other acts which may amount to "gross misconduct".

14. So far as the second charge is concerned allegations are that he entered into business in the name and style of M/s. Harish Industries without prior permission of the Bank and invested the amount misappropriated from the members of the proposed housing society in this industry. On this point also the submission is that there was no evidence whatsoever on which this charge could have been held established and penalty imposed. It is pointed out to me that the management's witness Shri Conselves told the Enquiry Officer that the Bank received a complaint from Shri Sirur to the effect that Shri Salian has opened a C.D. A/c. with the Bhandari Co-op. Bank Ltd., Goregaon East, in the name of Shri Salian and Mrs. Sumati K. Salian, partners of M/s. Harish Industries. He produced that photostat copy of the letter dated 18-6-1984 by Shri Sirur. This is addressed to Smt. D'Souza by Shri Sirur, copies to Managing Director Chief Vigilance Officer and Manager (I.R.) of the Bank. It was shown to the Defence Representative and taken on record. Shri Conselves further stated that the management received confirmation from the Bhandari Co-op. Bank Ltd. to the effect that current account has been opened in the name of M/s. Harish Industries and that partners were Shri Kitta Koti Salian and Smt. Sumati Salian. That letter was also brought on record and shown to the Defence Representative. He further stated that Shri Salian neither applied for nor taken permission for doing business. Permission was sought to cross-examine this witness but the Enquiry Officer declined to give him permission on the ground that he has been examined only for the purpose of presenting documents. It is true that the witness who is asked to produce documents cannot be cross-examined. But if that is the only object of examining a witness it is permissible to decline permission for cross-examination. In that event the documents are only produced and cannot be said to have been proved in the absence of permission for cross-examination. The evidence that Shri Conselves gives on the basis of those letters cannot be read in evidence for any other purpose. Strict rules of evidence Act may not apply but some principles of natural justice and fair play have to be observed. Documents cannot be relied upon as evidence by Shri Conselves on the basis of letters received. None of the authors of documents is examined to prove the contents. Mr. Sirur though examined was not asked about it. Therefore the fact that an account was opened by the delinquent and his wife showing as partners of M/s. Harish Industries cannot be said to have been proved.

15. Mr. Bhatkal referred to the answer given by Shri Salian to a question put to him by the defence representative. Shri Salian was shown the letter Exh. M-11 from the Manager Bhandari Co-op. Bank Ltd., Goregaon Branch. He states that "I do not own any company under the name and style of M/s. Harish Industries at 170-E, Bombay Talkies Compound Malad (West). The owner of the company is Shri Harish More. My son Harish is working with him. Shri More does not have any current account with any Bank in the name of this company. Therefore when he received two cheques for encashment in the name of the company because of the relation he has with me, he approached me. I therefore, opened an account in the name of his Company for the purpose of encashing those two cheques". On the basis of this it was submitted that he has admitted that he has opened that account. It was therefore not necessary prove it by evidence of the witnesses from the Bank or by examining Shri Sirur. If this evidence is read along with the letter it could be said that Shri Salian explained circumstances under which the account was opened. There is hardly any reason why he should not be believed on that count. It was submitted that he did not give supporting material to prove this. I do not think it was so. The delinquent examined Mr. Harish More who stated that Shri Salian was not associated with this business and Salian's son was helping him in his industry. I find that the second charge also cannot be said to have been established on the material and the finding is perverse.

16. I am conscious of the fact that this Tribunal is not sitting in appeal over findings of the Enquiry Officer. All the same on re-examination of evidence if it is found that the findings are not based on any evidence or material that could have been made the basis of the findings then surely it should be open to this Tribunal under Section 11-A I. D. Act to hold that the action based on those findings is not justified.

therefore, find that the action of the management in dismissing Shri Salian, Special Assistant from the services of the Bank is not justified.

17. Therefore, even if the enquiry were not to suffer from any infirmity the order passed is vitiated. As a result the same will have to be set aside. The point of reinstatement and back wages will however survive for consideration and on which point the matter is fixed for hearing both the sides.

Sd/-

R. G. SINDHAKAR, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, MUMBAI

PRESENT :

Justice Shri R. S. Verma, Presiding Officer.

Reference No. CGIT-1/25 of 1990

PARTIES :

Employers in relation to the management of Union
Bank of India

AND

Their workmen.

APPEARANCES :

For the Management—Shri Patankar, Advocate.

For the Workman—Shri Paranjape, Advocate.

INDUSTRY : Banking STATE : Maharashtra
Mumbai, the 8th day of July, 1996

AWARD (PART II)

I have heard Shri Paranjape for the Union and Shri Patankar for the management. The detailed facts of this case appear in Award (Part-I) passed by my learned predecessor on 20th December, 1994 and I need not encumber this order by repeating them in details, viz. whatever has been stated in the award Part-I. Suffice to say that the workman Shri K. K. Salian, whose cause the union is espousing, held an important post of Special Assistant in the Union Bank of India. Being in that position, he induced a large number of his colleagues to part with their hard earned monies for the ostensible purpose of floating a housing society with the ultimate object of providing such colleagues residential flats. He having collected a huge amount, failed to get a society registered; failed to get residential flats built and also failed to return sums received from many of the colleagues. At the time of arguments, it was admitted that approximately, a sum of Rs. 1.8 lacs was still due and had not been repaid.

19. In Award (Part-I), it was found that the alleged acts of misdemeanour did not amount to misconduct, being outside the scope of the employment of the workmen and as such the domestic enquiry held against the workman was bad. However, the questions of reinstatement and back wages were left open and upon these very question, both the sides have addressed their arguments in details before me.

20. It may be stated here that the management amended its written statement after passing of the Part I Award, to which no objection was taken by the workman. Rather, he stated in writing that he had 'no objection for carrying out the amendment as prayed' and he may be allowed to file his say after the amendment is carried out. The amendment was eventually carried out but both the sides preferred not to lead any evidence in view of amended pleadings.

21. The amendment which was carried out is in the following terms :

"(1) This Hon'ble Tribunal has been pleased to pass the Part-I Award in the above matter and to fix the matter for hearing on the issues of Reinstatement and Back wages.

(2) In view of the above, it is necessary to amend the Written Statement by adding in the Written

Statement paragraph No. 30 after the paragraph No. 24 and the concluding submissions to read as under :—

"(30) The Bank states that during the course of his service and even thereafter the Workman is carrying on business and/or is gainfully employed. The Bank further states that as stated hereinabove, the workman has cheated its employers and/or has misappropriated the funds collected. The Banking cannot hence have in its employment the workman. The Bank therefore submits that the workman cannot be reinstated in service and no back wages be awarded to him."

The Bank states that it is fit proper and just that the Bank be permitted to amend the Written Statement as above.

The Bank therefore prays that the Bank be allowed and permitted to amend the Written Statement by adding therein the paragraph No. 30 as above.

For this act of kindness, the Bank shall as in duty bound, ever pray."

22. No evidence has been led by the management regarding gainful employment or carrying on business by the workman and Shri Patankar contends that in the facts and circumstances of the case, the management has lost confidence in the workman, Banking being a very sensitive industry. Hence, the workman did not deserve to be reinstated. The workman has enriched himself at the expenses of his colleagues and has not returned till now approximately 1.8 lacs of rupees and hence did not deserve to be paid any back wages. He has cited certain rulings in support of this proposition.

23. Shri Paranjape, on the other hand contends that once the dismissal of the workman has been found to be bad and it has not been proved that he was gainfully employed or was carrying on any business, the normal rule should be followed and the workman be reinstated with full back wages. Reliance has been placed in this regard on the Indian Express case (1974 II LLJ, 240) already cited in Part-I.

24. I have considered the rival contentions and have carefully considered the peculiar circumstances of this case. Banking is a very sensitive industry. Its smooth running depends upon the faith and the confidence that is reposed in it by its customers. In the Indian Express matter, a Co-operative Society, not being a banking society was duped and cheated by one of the employees of the Express Group, who held a position of some trust in the said society. To my mind an employee of a group of news papers enjoying some position in a non-banking co-operative society could not be compared with an employee of a Bank, who assures to flat a housing co-operative society, amasses monies from his gullible colleagues and does not provide them with any residential flats and deprives them of their hard earned money and even after elapsing of a long period, is still indebted to the tune of Rs. 1.8 lacs or so. Such a person is bound to bring disrepute to the Bank he serves and if in such a situation, he is refused reinstatement; it would be a just recompense for his misdeeds, though strictly outside the purview of the scope of his employment. That this Tribunal may refuse reinstatement and back wages in exceptional cases, is settled law and to my mind this is one such exceptional case, 1994 H.C. Bombay 254—S. K. Awasthy, 1994 II CLR 1041 Bank of India, 1982 F.L.R. (SC) 71 Anil Kumar Chakroborty, 1994 II CLR 85 Union Bank 1994 (I) CLR 1044 Ramavadh R. Kanolia are some of the instance where the principle has been enunciated that in exceptional cases, reinstatement and back wages may be refused.

25. In my considered and humble opinion, this is one case where looking to the exceptional circumstances found by this Tribunal, the workman is neither entitled to reinstatement nor to back wages. He already having enriched himself at the expenses of his colleagues. Award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 22 फरवरी, 1996

का.आ. 2404—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक, मुरादाबाद के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/185/94-आई.आर.बी. 2]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd July, 1996

S.O. 2404.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank, Moradabad and their workmen, which was received by the Central Government on 22-7-1996

[No. L-12012/185/94-IR(B-II)]

P. J. MICHEAL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, DEOKI PALACE ROAD,
PANDU NAGAR, KANPUR

Industrial Dispute No. 94 of 1994

In the matter of dispute between :

General Secretary,
Allahabad Bank Staff Association.
U.P., 40/26-II, North Malaka,
Allahabad.

AND

Regional Manager,
Allahabad Bank,
Regional Office,
Civil Lines, Moradabad.

Shri M. K. Verma for the management.
None for the workman.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/185/94-IR.B-2 dated 8-11-94, has referred the following dispute for adjudication to this tribunal :—

“Whether the action of the management of Allahabad Bank, Moradabad in imposing the punishment of stoppage of two increments with cumulative effect on Shri Shiv Ram Ojha, Daftry vide order dated 28-1-93 and non-payment of full wages to him during the period of suspension i.e. from 22-5-1989 to 26-2-93 (the date on which he received the order of punishment) is justified? If not, what relief is the said workman entitled to?”

2. It is not necessary to give the fact of the case in details. Suffice it is to say that the concerned workman Shiv Ram Ojha Daftri has raised the instant industrial dispute in connection with punishment meted out to him by order dated

28-1-93, resulting in stoppage of two increments with cumulative effect and forfeiture of wages of suspension period. This claim is being resisted.

3. After exchange of pleadings the concerned workman absent himself whereas the opposite party Bank remained represented through their authorised representative. None of the parties adduce any oral evidence.

4. As the concerned workman has failed to prove his case by giving evidence. The first part of reference is answered in the affirmative and against the concerned workman. He is not entitled to any relief.
28-6-96.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 1996

का.आ. 2405—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/74/87/डी 2(ए)/आई.आर.बी 2]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 23rd July, 1996

S.O. 2405.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workmen, which was received by the Central Government on 19-7-1996.

[No. L-12012/74/87-DII(A)/IR(B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 181 of 1987

In the matter of dispute :

BETWEEN

Nand Kishore C/o P. C. Bajpai,
990, Block Y,
Kidwai Nagar,
Kanpur.

AND

Deputy General Manager,
Allahabad Bank,
Hazratganj, Lucknow.

APPEARANCES :

Sri M. K. Verma for the Management.
Sri V. P. Srivastava for the Workmen.

AWARD

1. Central Government, Ministry of Labour, Government of India, New Delhi, vide its notification No. L-12012/74/

87-10.11(A) dated 1-12-87, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Allahabad Bank in terminating the services of S/Sri Harish Chandra and Nand Kishore, Ex-peon-cum-Farrash from the services of the Bank w.e.f. 1-3-83 and 22-8-82 respectively and not considering them for further employment while recruiting fresh hands under Section 25H of the I.D. Act, is justified? If not, to what relief the workmen concerned are entitled?

2. In this reference there are two workmen, namely, Harish Chand and Nand Kishore. They have filed separate claim statement.

3. The case of Harish Chand is that he had worked from 1-3-79 to 28-2-83 with the various branches of the opposite party Allahabad Bank at Bhavnai, Jonikan, Panwari and Fatehpur as peon-cum-farrash. He was doing work of permanent nature when he made claim for regularisation as his services were brought to an end and at that time juniors to him were retained in service. Further he was not given chance when fresh hands were recruited. Hence his termination is bad in law.

4. Nand Kishore in his claim statement has alleged that he had worked from 19-12-78 upto 2-2-79 at branch Junihar and from 13-6-79 to 3-8-81 at Babai Branch and from 28-4-81 to 21-4-82 at Bindaki Branch. Thereafter his services brought to an end. He was also doing the work of permanent nature when his services were brought to end. Juniors to him were retained and he was not given a chance when fresh hands were appointed.

5. The opposite party has filed reply against both the claim statements. They have not specifically denied the plea of days for which both these workmen have worked at various branches as alleged by them. Their defence is that Manager was not competent to appoint them and further their names were not sponsored by the employment exchange. Thus their appoint is bad.

6. In the rejoinder, the concerned workmen has said nothing.

7. It appears that during the pendency of this reference the opposite party had conducted some test and a list was prepared on 3-12-88 in which the concerned were not found fit. Hence an argument has sought to be built that the concerned workmen are not entitled for any relief. I do not agree with this contention. As this test was admittedly held subsequent to reference it will have no effect on the determination of issue regarding termination of their services. Further this plea is beyond the pleadings. The proper course would have been to seek amendment in this regard. In its absence this plea should not be allowed to be taken.

8. Both Nand Kishore and Harish Chand in their respective claim statement has stated that they were doing work of permanent nature and they have not worked in place of any one else. Parsipa Nath Tondon, Ashwani Kumar, Bhagat, Raghunath Mehrotra appeared on behalf of management and have stated that the concerned workmen have not completed 240 days in a calendar year. They have not said anything as to whether in whose vacancies these workmen had worked. They have also not denied that they were not doing the work of permanent nature. In its absence I have no hesitation in accepting the evidence of the two workmen. It is accordingly held that the concerned workmen had not worked in leave vacancies. Instead they had independently done the work of permanent nature.

9. It has not been explained as to how appointment of these two workmen was bad. In any case it is the internal matter of the management bank if the competent person had not appointed the concerned workmen. Even if the name was not sponsored by the employment exchange that will not vitiate the appointment as there is no mandatory provisions in this regard.

10. From the own pleadings of the concerned workmen it would become evident that none of them had completed 240 days in a calendar year hence provisions of section 25F I.D. Act would not be attracted as such question of notice pay and retrenchment compensation does not arise.

11. In the case of Management of State Bank of Bikaner and Jaipur versus Their Workmen, Civil Appeal No. 7029 of 1994 decided on 8-2-96, it has been held by Hon'ble Supreme Court that section 25G and H are independent of section 25F of I.D. Act. Further termination of services of these workmen who have worked for 89 days or more will be covered by the definition of retrenchment and section 2(bb)(oo) of I.D. Act could not save it. In view of this authority, I over rule the objection of authorised representative that section 25G and H of I.D. Act are interlinked with section 25F of I.D. Act. In the above mentioned authority the workers who had worked for 89 to 90 days were held to be entitled for protection of section 25G and 25H of I.D. Act. In the instant case both the concerned workmen have alleged that after their termination fresh hands were appointed but they were not given opportunities. There is no evidence that juniors to the concerned workmen were retained in service after the termination of their services. Hence the case of these workmen under section 25H of I.D. Act is proved. It may be mentioned that in the above-mentioned case Hon'ble Supreme Court has further held peons are covered by the examination conducted through Banking service Recruitment Board, hence that cannot be a bar to the giving of relief under section 25H of I.D. Act.

12. Both Nand Kishore and Harish Chand have stated that Shiv Prasad was retained in service when their services were terminated who was junior to him and further Jhinku was appointed and that time no opportunity was given to the concerned workmen. There is no rebuttal of this evidence. In this regard. Hence, I accept the evidence of these two workmen and hold that there has been breach of section 25G and H of I.D. Act.

13. Accordingly my award is that the termination of these two workmen is bad in law and they are entitled for reinstatement. The back wages are not being granted for entire period as delay has been cause on account of concerned workmen in early disposal of the case. However, ends of justice will be met if the concerned workmen are paid wages for the last 4 year at the rate at which they were lastly paid.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 1996

का.प्र. 2406--औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में, निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-96 को प्राप्त हुआ था।

[संख्या एल-41012/81/91-आई आर की आई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 23rd July, 1996

S.O. 2406.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Railway and their workmen, which

was received by the Central Government on the 22nd July, 1996.

[No. L-41012/81/91-IR.BI]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU
NAGAR, KANPUR

Industrial Dispute No. 110 of 1992

In the matter of dispute between :

Senior Divisional Engineer (N),
Central Railway, Jhansi.

AND

Surender Singh,
Adhich Rashtriya Chaturth Shreni Rail Mazdoor Congress
4 Heera Pura, Nagra Jhansi.

AWARD

1. Central Govt. Ministry of Labour, New Delhi, vide its Notification No. 41012/81-91-IR.(D.U.) dated 7th September, 1992 has referred the following dispute to this tribunal for adjudication :

"Whether the action of Sr. Divisional Engineer(S) Central Railway, Jhansi in terminating the services of Shri Sunder Lal w.e.f. 4th January, 1990 is justified? If not, what relief he is entitled to?"

2. It is not necessary to the detail of the case as on 17th June, 1996 representative of the concerned workman made a statement that he not press the case. Hence the reference answered against the concerned workman for want of prosecution and prove and concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 1996

का.आ. 2407.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-7-96 को प्राप्त हुआ था।

[संख्या एल-41011/2/94-आईआरबीआई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 23rd July, 1996

S.O. 2407.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government, Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on the 22nd July, 1996.

[No. L-41011/2/94-IR(B-I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, DEOKI PALACE ROAD,
PANDU NAGAR, KANPUR

Industrial Dispute No. 102 of 1995

In the matter of dispute between :

Divisional Secretary,
Madhya Railway Karamchari Sangh,
Pandit Dindayal Nagar,
MRKS Colony Sipri Bazar,
Jhansi.

AND

Divisional Railway Manager,
Central Railway,
Jhansi.

AWARD

1. Central Government Ministry of Labour New Delhi, vide its Notification No. L-41011/2/94-IR.(B-I) dated 17th August, 1995 has referred the following for adjudication to this Tribunal :—

"Kya Maha Prabandhak, Madhya Railway Bombay Aur Rail Prabandhak, Madhya Railway Jhansi Ke Dwara Sabhi Salagna Suchi Me Diye Gaye 72 Karmkaro Ki Swawaon Se Dinank 31-12-85 se Nishkashit Karna Nayayochit Hai? Yadi Nahi to Sambandhit Karmkar Kis Anutosh Ke Haqdar Hai?"

2. It is not necessary to give detail of the case as after filing claim statement the workmen absented himself inspite of sufficient service. Hence the reference answered against the concerned workmen for want of prosecution and prove and concerned workmen are not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 जुलाई, 1996

का.आ. 2408.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 22-7-96 को प्राप्त हुआ था।

[संख्या एल-41011/38/88-आईआर बी आई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 23rd July, 1996

S.O. 2408.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government, Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Railway and their workmen, which was received by the Central Government on the 22nd July, 1996.

[No. L-41011/38/88-IR.BI]

P. J. MICHAEL, Desk Officer

ANNEXURE

नई दिल्ली, 26 जुलाई, 1996

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM- LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 201 of 1989

In the matter of dispute between :

Sri Surendra Singh,
President Rashtriya Chaturtha Shreni
Rail Mazdoor Congress,
2/236 Namnair Agra.

AND

D.E.N. Central Railway,
Jhansi.

APPEARANCE :

Sri Surendra Singh—For Union.

None—For the Management.

AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-41011/38/88-D-2(B) dated 21st August, 1989, has referred the following dispute for adjudication to this Tribunal for adjudication :—

Whether the action of the management of Central Railway, Jhansi in not regularising the services of S/Sri Adarsh Narain, Shanker Lal, Mohd. Shanum, Lakhan Singh, Mahesh Khushwah and Vasant Kumar is justified? If not, what relief the workmen concerned are entitled to?

2. In this reference there are five workmen named in the schedule of reference. Their case is that they have been working on a permanent post with the opposite party Central Railway w.e.f. 1983. When they claimed for their regularisation an effort was made by the opposite party by trying to remove them from service in April 1987, on the pretext that their service card was fictitious. That attempt was thwarted with the intervention of the ALC(C). Since they have been working on a permanent post and doing job of permanent nature they are entitled for regularisation.

3. The opposite party has filed reply in which it is alleged that on inquiry the service cards of concerned workmen were found to be fictitious, hence their appointment was void ab initio. No question of regularisation of such workmen arises. They will be deemed to be not in service.

4. In the rejoinder nothing new have been alleged.

5. From the above pleadings it is obvious that railway has tried to stall regularisation of the concerned workmen on the pretext that their service card is fictitious and that they are not in service. In my opinion, if the service card of the concerned workmen has been found to be fictitious by the opposite party railway that is not enough. The proper course would be to hold inquiry in this regard, giving due opportunity to the concerned workmen. The requirement is based on principles of natural justice. In any case, the appointment will not be rendered void on this score and specific order is required to be passed for severing the relationship of master and servant. I also tried to ascertain as to whether if the opposite party had found the service card of the concerned workmen as fictitious. Whether they had stopped paying salary to these concerned workmen. In spite of several opportunities having been afforded to the opposite party they did not turned up to inform the tribunal to furnish the above mentioned facts. On the contrary one of the concerned workmen Shanker Lal has filed his affidavit categorically swearing that they are being paid salary. That shows that the services of the concerned workmen have not been brought to an end. They are still in service. There is no dispute about the fact that the concerned workmen had rendered continuous service since 1983. Hence, they are entitled for regularisation. It is expected that after a passage of such a long time they are being required to work on permanent post. Hence my award is that the concerned workmen are entitled for regularisation within one month from the date of publication of this award.

6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

का.आ. 2409.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबंधन के संबंध नियोज्कां और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2 बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/308/92-आई.आर.बी. 2]

पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 26th July, 1996

S.O. 2409.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 23-7-96.

[L-12012/308/92-IR(B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, MUMBAI

Present :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/13 OF 1993

Employers in relation to the management of Bank of Baroda

AND

Their workmen

Appearances :

For the Employer : Mr. R. S. Pai, Advocate.

For the Workmen : No Appearance.

Mumbai, dated 12th July, 1996

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/308/92, dated 18-2-93 had referred to the following Industrial Dispute for adjudication :

"Whether the action of the management of Bank of Baroda, in relation to its Crawford Market Branch, Bombay in deducting the ALPM/Electronic Accounting Machine Operator Allowance in respect of Shri B. B. Choudhari on pro-rata basis since August 1989 and not posting him as ALPM Operator on permanent basis? If not, what relief the workman is entitled to?"

2. The General Secretary of the Union filed a statement of claim for the workman. It is averred that the management discriminated Choudhari the ALPM machine operator by wrongly withdrawing his permanent machine operators allowance and converted him into temporary machine operator though he was not a temporary operator at any time nor was he working in any leave vacancy caused by the absence of any permanent employee. It is submitted that the bank deprived him of the allowance during his leave period. It allowed him to work in current account department as of other ALPM operators. For all these reasons it is submitted that the action of the management is not justified in deducting the

ALPM/Electronic Accounting Machine Operators allowance in respect of Choudhari and he should be declared as a permanent ALPM operator from 1-9-86.

3. The management resisted the claim by the written statement Exhibit-5'. It is averred that it is wrong to say that a discriminatory treatment is given to the worker Choudhari. It is averred that the workman was assigned the duties of Electronic Machine Operator on a temporary basis and was paid special allowance on a permanent basis as alleged. It is submitted that the allowance was paid in accordance with the Bi-partite settlement as applicable to such machine operators performing such duties on temporary basis. It is submitted that the declaration which is sought by the worker is without any merit. It is averred that the reference may be disposed off against the workman.

4. The union filed a rejoinder at Ex.6 and reiterated the contention taken in the statement of claim.

5. When the matter was for evidence the unions representative remain absent. He remained absent on last four to five occasions. Ultimately the Learned Advocate for the union filed a prushis Exhibit-11 informing that he had no instructions on behalf of the union. The Learned Advocate for the management was present. No evidence is lead. Under such circumstances there is no reason to adjourn the matter unnecessarily and wait for the arrival of the worker as per his wish. In the result I pass the following order :

ORDER

The reference is disposed off for want of Prosecution.

S. B. PANSE, Presiding Officer.

नई दिल्ली, 1 अगस्त, 1996

का.प्र. 2410.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओरियंटल बैंक आफ कामर्स के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-96 को प्राप्त हुआ था।

[संख्या एन-12012/143/85/डी 4(ए) आर्डर आर बी 2]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 1st August, 1996

S.O. 2410.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on 26-7-1996.

[No. L-12012/143/85-DIVA]

P. J. MICHAEL, Desk Officer

ANNEXURE

REPORT SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 111/86

In the matter of dispute :

BETWEEN

Shri Ashok Kumar Yadav,
127/231, Juhi Gaushala,
Kanpur.

AND

The Branch Manager,
Oriental Bank of Commerce
The Mall,
Kanpur.

APPEARANCES:

Shri Jagat Arora for the management.
Shri V. P. Srivastava for the workman.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/143/85-D.IV(A) dated 20th August, 1986 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Oriental Bank of Commerce in terminating the services of Shri Ashok Kumar Yadav ex-temporary clerk w.e.f. 14th August, 1981 is legal and justified? If not, to what relief is the workman concerned entitled?

2. According to the Bi-partite Settlement there could be four categories of employees viz. (1) permanent, (2) probationer, (3) Temporary, and (4) Part Time. Further nationalised banks have been given option to make appointments otherwise as well for short span in not exceeding 90 days to meet exigencies of work.

3. The case of the workman Ashok Kumar Yadav is that in the Mall Branch of the opposite party Oriental Bank of Commerce (hereinafter referred to as OBC). There was permanent vacancies of clerk hence in normal course he could have been appointed on this post for a definite period. Instead of this by resorting above mentioned provisions the opposite party bank had made appointment of the concerned workman for a period of 89 days from 5-5-81 to 22-7-81. During this period a break was given from 4-8-81 to 13-8-81. As his appointment was to meet the work of permanent nature his initial appointment should be taken by a temporary one and was entitled to continue. By adopting unfair labour practice the opposite party did not allow to work after 22-7-81 although juniors to him were working out that time. Further that fresh hands were recruited but he was not given opportunity. In this way there has been breach of section 25H and G of J.D. Act and analogous provisions in bi-partite settlement, Shastri Award and Desai Award.

4. The opposite party has filed reply in which it has been alleged that this claim is highly belated. Further the applicant was appointed for specific period in leave vacancies. As his appointment came to an end by efflux of time. In this way his case is covered by section 2(bb)(oo) of I.D. Act consequently it is not a case of retrenchment. Section 25G and H of Act deal with retrenchment, hence this provision will not apply to them lastly it was alleged that recruitment to clerk is made through Banking Service Recruitment Board. The concerned workman could not be inducted in service without successfully appearing in the examination.

5. In the rejoinder, the above mentioned facts raised in the written statement have been denied.

6. At this stage it may be mentioned that other industrial disputes of identical nature like I.D. case Nos. 136/86, 82/88, 67/88, 87/89, 184/88, 61/89, 274/89, 80/89, 21/90 and 84 of 90 were connected with this case on the request of parties by order dated 21-10-91 and this case has been made leading case. Oral and documentary evidence has been adduced in this file.

7. As common question of law are involved the main award is being given in this case. In this case the concerned workman have filed affidavits of number of persons but they were not subjected to cross-examination, hence this affidavit cannot be read in evidence. Similarly S. C. Gupta had appeared to prove the fact about the fact that the concerned workman having worked in leave vacancy from the side of the management bank. As he too was not produced for cross-examination his evidence also cannot be read in evidence.

8. Subsequently the concerned workman examined Hari Prakash Agnihotri through authorised representative V. N. Sekhari and Rekha Chaturvedi. In rebuttal there is evidence of Law Officer of the bank R. S. Deswal.

9. The first point which calls for determination is as to whether the claim is belated. The termination relates to the year 1981 whereas this reference was made in the year 1980. The concerned workman has filed copies of proceedings before ALC(C) showing that for some time the matter was pending for conciliation. In this way in my opinion there had been no such long delay in seeking reference which may warrant non-suited him on this score alone. The authorised representative of the concerned workman has relied upon the case of JMJS Alexander Pereira Versus Administration of Goa 1993, Lab IC 203. This ruling will have no applicability to the facts of the instant case as it lays down preposition of law with regard to delay in filing writ petition. Obviously his principle will not apply to a reference. The other case is of it had Motor Transport Versus Beer Singh 1974 LJJ 243. This case will also have no application to the facts of the case. In any case it has been held that these claims are not stale and as such the concerned workmen cannot be refused on this score.

10. The next point which calls for consideration is as to whether the concerned workmen were appointed in leave vacancies or otherwise. F. S. Deswal Law Officer of the management bank on the basis of file stated that all the persons were taken in leave vacancies for specified period. Whereas V. N. Sekhari the leader of concerned workmen had made an omnibus statement with regard to all the concerned workmen stating that they were not appointed on any leave vacancies and had been doing work of permanent nature. The bank has tried to prove these facts by filing extracts of leave vacancies which in my opinion is not sufficient. The proper course was for the opposite party bank to have filed the appointment letters if they were given at all which could have indicated if the appointment was temporary or in leave vacancies. If appointment letters were not issued atleast nothing would have been done on the application of the staff in whose place these concerned workmen would have been engaged. In the absence of these papers I am not inclined to accept the version of the management. Instead I accept the evidence of Sri V. N. Sekhari, Hari Prakash Agnihotri and Rekha Chaturvedi that all the concerned workmen were appointed in clear vacancies and were working a permanent nature of work. However according to own showing of the concerned workmen they have worked for opposite party which rounded between 80 to 90 days.

11. Next it was contended on behalf of the management that it is not a case of retrenchment as these appointment at the most would be covered by section 2(bb)(oo) of I.D. Act. In support of this contention following authorities have been cited—

1. Shailendra Nath Versus Vice Chancellor, Allahabad University 1987 Lab IC 1607.
2. State Bank of Indore Versus P.O. 1990(60)FIR 672.
3. P. Manickam Versus State Bank of India I LLJ 1991, 547.
4. Indian Air Lines Versus Substian I LLN 247 1900 GI/96-4.

5. G. Yaddi Reddy Versus Management of Brook Bond Ap 1994(1)SLR 605.

6. Oriental Bank of Commerce and others Versus Union of India and others Writ Petition No. 8988 of 88 of Allahabad decided on 25-5-95.

These authorities will have no application to facts of the present case as section 2(bb)(oo) of I.D. Act came to be incorporated in the Act on 17-8-84 i.e. much after cessation of the services of all the concerned workmen. Further the principal laid down in these cases cannot be said to be good law in view of the judgment of Hon'ble Supreme Court rendered in Civil Appeal No. 7029 of 1994 in the case of Management of State Bank of Bikaner and Jaipur versus their Workmen dated 8-2-96. In this case it has been held that it would be the case of retrenchment.

12. The authorised representative of the opposite party has also relied upon the following case laws—

1. Swadesh Mitran Ltd. Versus Their workmen I LLJ (SC) 504.
2. SBI Versus M. Sundera Money 1976 Lab. IC 709(SC).
3. L. Robert De'Souza Versus Executive Engineer Southern Railway LRB IC 1982 SC 954.

I have gone through these authorities and find that principle laid down in these authorities has no relevancy in the instant case at all.

4. Next it will be seen if section 25-G and H of Act are available to the concerned workmen. It has been urged on behalf of the management that these provisions would apply to a case of retrenchment and who has completed 240 days in a year. In otherwords these provisions will apply to those cases to which section 25F are also applicable. Some of the authorities mentioned above do lend support to the contention of the authorised representative of the opposite party. However there are other authorities contrary as well reference may be made to the case of Nab Bharat, Hindustan Daily, Nagpur versus Nav Bharat Shramik Sangh 1984 Lab IC 445 and Kamlesh Singh Versus Presiding Officer and others 1987 SCC (Lab) 75. The last word on this preposition can be found in the case of Management of State Bank of Bikaner and Jaipur Civil Appeal 7029 of 1994 (Supra) in which it has been specifically held that provisions of section 25G and H are not connected with provisions of section 25F of I.D. Act. Instead the same are independent one. In view of this authorities I have no hesitation in concluding that provisions of section 25G and H of the Act are independent and further for attracting the provisions of this section it is not necessary that the workmen should have completed 240 days in a year.

13. There is no evidence worth the name to show that provisions of section 25G of I.D. Act have been violated. Hence termination cannot be held to be bad on this score. However it has been proved from the evidence of V. N. Sekhari and other witnesses that subsequent to termination of concerned workmen new hands have been taken and no opportunity to the concerned workmen was given. Indeed this fact was not disputed on behalf of the management even during the course of arguments. In this way it is held that when new hands were recruited in place of concerned workmen they were not afforded opportunity. In this way there has been breach of section 25H of I.D. Act. In the case it has been held that because of breach of section 25H of I.D. Act their termination would be void in law. It is held accordingly.

14. Lastly it was submitted that recruitment is made through Banking Services Recruitment Board. It may be true but the claim of the concerned workmen can be defeated only when it is shown that the concerned workmen were given opportunity to appear in those tests and have failed to pass it. At least this principle was laid down in the case of Management of State Bank of Bikaner and Jaipur (supra) hence

this cannot be a ground for refusing relief to the concerned workmen.

15. Once having found that termination of the concerned workmen is bad, the question arises as to what relief should be given to the concerned workmen. I have gone through the file. It goes to show that the authorised representative of the concerned workmen himself was responsible for delay in disposal of case by some time seeking transfer of the case and sometimes by moving papers of voluminous nature. Hence in view of this ends of justice would be met if the concerned workmen are ordered to be reinstated in service. However they shall not be entitled for back wages.

15. I award accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 1996

का.पा.-2411 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, वेस्टर्न रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-96 को प्राप्त हुआ था।

[संख्या एल-41012/55/94-आई आर बी 1]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 30th July, 1996

OS. 2411.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Western Railway and their workmen, which was received by the Central Government on 26-7-1996.

[No. L-41012/55/94-IR (B-I)]

P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 19/94

रिफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-41012/55/94-आई.आर.बी.यू. दि. जुलाई, 1994

राजेंद्र कुमार पाराशर पुत्र श्री छलू राम पाराशर
भरावली बिकार राजस्थान हाउसिंग बोर्ड, काला
कुआ, अलवर (राज.)

—प्रार्थी

बनाम

1. मण्डल कार्मिक अधिकारी, पश्चिमी रेलवे रेल विभाग
रु भवन, जयपुर।

2. सहायक अभियन्ता, पश्चिम रेलवे, रेल विभाग, अलवर

—अप्रार्थी

उपस्थित

माननीय न्यायाधीश श्री के.एल. व्यास, आर.एच.जे.एस.

प्रार्थी की ओर से : श्री कृणाल रावत

अप्रार्थीगण की ओर से : कोई हाजिर नहीं

दिनांक अर्वाह : 22-5-1995

अर्वाह

केन्द्र सरकार द्वारा निम्न विवाद अधिनियम हेतु निर्देशित किया गया है :]

'Whether the action of D.P.O. Western Railway DRM Office, Jaipur and Assistant Engineer Western Railway, Alwar in terminating the services of Shri Rajinder Kumar Parashar Beldar is legal and justified? If not, to what relief the workman concerned is entitled to?'

2. श्रमिक ने अपने क्लेम में यह अभिकथित किया है कि दिनांक 14-11-83 को विपक्षी सं. 2 के अधीन पी. डब्ल्यू. 1 पश्चिम रेलवे अलवर में श्रमिक को बेलदार के पद पर नियुक्त किया गया था व उसने वहां पर 31-5-84 तक कार्य किया था। इसके पश्चात् 1-6-84 से 29-8-84 तक श्रमिक ने बेलदार के पद पर सहायक अभियन्ता सवाई माधोपुर के अधीन कार्य किया था व 1-9-84 से 15-4-87 तक पी. डब्ल्यू. -1 पश्चिम रेलवे अलवर के अधीन कार्य किया था व इस प्रकार उसने विपक्षीगण 1 व 2 के अधीन 14-11-83 से 15-4-87 तक निरन्तर कार्य किया था व 15-4-87 से उसकी सेवाएं बिना किसी लिखित व बिना धारा 25-एफ व जी अधिनियम के प्रावधान की पालना किये समाप्त की गई। श्रमिक ने इस संबंध में विपक्षी सं. 1 व 2 को नोटिस भी दिये व उसके जवाब में विपक्षी सं. 1 द्वारा 2-5-89 को श्रमिक को यह सूचित किया गया कि उसने 21-11-85 से 3-4-86 तक कार्य किया था व उसके पश्चात् वह स्वयं नौकरी छोड़कर चला गया इसलिए उसे पुनः नियोजन में नहीं लिया जा सकता। श्रमिक के अनुसार नियोजक की यह प्रतिरक्षा निराधार व असत्य है। श्रमिक ने अपना विवाद सहायक श्रम आयुक्त जयपुर के समक्ष रखा था जहां समझौता नहीं होने के कारण यह विवाद न्यायाधिकरण में निर्देशित किया गया है। श्रमिक का यह भी कथन है कि उसकी सेवा मुक्ति के पश्चात् विपक्षीगण द्वारा अन्य व्यक्तियों को नियोजित किया गया है व इस प्रकार धारा 25-एच अधिनियम के प्रावधान की भी अवहेलना की गई है।

3. दोनों नियोजक को न्यायाधिकरण द्वारा नोटिस जारी किये गये थे किन्तु नोटिस की तारीख के बावजूद उनकी ओर से कोई भी उपस्थित नहीं हुआ व न ही कोई जवाब प्रेषित किया गया। केन्द्र सरकार द्वारा विवाद को निर्देशित करते समय उसकी लिखित सूचना भी विपक्षीयता को भेजी गई थी व उन्हें 15 दिन में अपना जवाब प्रेषित करने का निर्देश दिया गया था। इन परिस्थितियों में दोनों विपक्षीयता के खिलाफ एक पक्षीय कार्यवाही की गई।

4. एक पक्षीय कार्यवाही में श्रमिक द्वारा अपने कथन के समर्थन में मौखिक साक्ष्य के रूप में स्वयं का शपथ पत्र प्रस्तुत किया गया है व इसके अलावा सुसंगत प्रलेख की फोटो प्रतियां भी प्रस्तुत की गई हैं। बहस सुनी गई।

5. श्रमिक ने अपने शपथ पत्र में उन सभी तथ्यों की पुष्टि की है जो क्लेम में उल्लिखित किये गये हैं व जिन्हें पूर्व में वर्णित किया गया है। इसके अलावा श्रमिक ने अपने नियोजन के संबंध में अभिलेख की फोटो प्रतियां प्रस्तुत की हैं जिससे भी यह प्रकट होता है कि श्रमिक ने विपक्षीयता के यहाँ 1983 से कार्य प्रारंभ किया था। इसके अलावा श्रमिक द्वारा समय-समय पर विपक्षीयता को दिये गये नोटिस की फोटो प्रतियां व नियोजक द्वारा दिये गये जवाब की फोटो प्रति भी प्रस्तुत की गई है। नियोजक पक्ष में श्रमिक को लिखित जवाब में यह सूचित किया था कि उसने 240 दिन ही काम किया था व इसके अलावा वह स्वेच्छा से नौकरी छोड़कर चला गया था। इन दोनों तथ्यों का खण्ड श्रमिक की मौखिक व प्रलेखीय साक्ष्य से होता है व इसके अलावा नियोजक पक्ष की ओर से इनके खण्डन में कोई भी साक्ष्य व परिस्थिति प्रस्तुत नहीं की गई है। श्रमिक ने अपने मौखिक बयान में धारा 25-जी व 25-एच अधिनियम के प्रावधान की अवहेलना के तथ्य को भी साबित किया है व यह बताया है कि सेवा मुक्ति की तिथि से वह लगातार बेरोजगार है व इसके पास आय का कोई भी साधन नहीं है। श्रमिक ने सेवा मुक्ति के पश्चात समय-समय पर लगातार विपक्षीयता को नोटिस दिये हैं व इसके अलावा बिना किसी अनुचित विलम्ब के अपना विवाद सहायक श्रम आयुक्त के समक्ष प्रस्तुत किया है इसलिए उपलब्ध साक्ष्य व विधिक स्थिति को देखते हुए श्रमिक समस्त पिछला बकाया वेतन व अन्य लाभ प्राप्त करने का अधिकारी माना जाता है।

6. निर्देशित विवाद में एक पक्षीय अधिनिर्णय इस प्रकार किया जाता है कि विपक्षीयता सं. 1 व 2 द्वारा श्रमिक राजेन्द्र कुमार पाराशर के खिलाफ 15-4-87 से की गई सेवा मुक्ति की कार्यवाही अनुचित व अर्थहीन है इसलिए श्रमिक पुनः सेवा में आने का, सेवा को निरंतरता बनाये रखने का व सेवा मुक्ति की तिथि से पुनः सेवा में आने की तिथि तक का समस्त पिछला बकाया वेतन व अन्य लाभ निमानुसार प्राप्त करने का अधिकारी है।

7. अवार्ड आज दिनांक 22-5-95 को लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

क.एल. व्यास, न्यायाधीश

नई दिल्ली, 30 जुलाई, 1996

का.आ. 2412.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ बीकानेर एण्ड जयपुर के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/306/86-आई आर (बी)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 30th July, 1996

S.O. 2412.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of S.B.B.I. and their workmen, which was received by the Central Government on 26-7-1996.

[No. L-12012/306/86-IR (B)]

P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी.आई.टी. 21/87

रिफरेंस: केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश

क्र. एल-12012/306/86डी-II(ए) दिनांक

20-7-87

राजस्थान बैंक एम्प्लोईज यूनियन, मदन गोपालजी का मंदिर, एस.एम.एस., हाईवे जयपुर।

—प्रार्थी

बनाम

1. क्षेत्रीय प्रबन्धक, (जयपुर जोन), स्टेट बैंक ऑफ बीकानेर एंड जयपुर, प्रांचलिक कार्यालय, जयपुर।

2. शाखा प्रबन्धक, स्टेट बैंक ऑफ बीकानेर एंड जयपुर, चांदपोल बाजार, जयपुर।

—अप्रार्थीगण

उपस्थित:

माननीय न्यायाधीश श्री के. एल. व्यास, आर. एच. जे.एस.

प्रार्थी की ओर से: कोई उपस्थित नहीं

अप्रार्थीगण की ओर से: श्री एस. के. जैन

दिनांक अवार्ड: 26-9-1995

अवार्ड

केन्द्रीय सरकार द्वारा निम्न विवाद अधिनिर्णय हेतु निर्देशित किया गया है:

“क्या स्टेट बैंक ऑफ बीकानेर एंड जयपुर के प्रबन्धतन्त्र की कर्मकार की 10.00 बजे लगाई गई हाज़िरी को

13.50 बजे इस आधार पर मिटाने की कार्यवाही न्यायोचित है कि कर्मकार ने 24-2-82 को पहले ही त्यागपत्र दे दिया था हालांकि कर्मकार को त्यागपत्र स्वीकार करने का पक्ष जारी नहीं किया गया था ? यदि नहीं तो कर्मकार किस अनुतोष का हकदार है और किस तारीख से ?

2. श्रमिक द्वारा प्रस्तुत क्लेम में यह अभिकथित किया गया है कि वह विपक्षी बैंक में जनवरी 1971 से स्थाई कर्मचारी के रूप में कार्यरत था, वर्ष 1981-82 में वह करीब एक वर्ष बीमार रहा जिस अवधि के अवकाश स्वीकृति हेतु उसने प्रार्थनापत्र बैंक में प्रस्तुत किया था। 26-7-82 को उसने अपनी ड्यूटी जोड़ने की व उपस्थिति रजिस्टर में हस्ताक्षर किये किन्तु दोपहर पश्चात् शाखा प्रबन्धक ने उपस्थिति रजिस्टर में उसके किये हुए हस्ताक्षर काट दिये तथा यह बताया कि प्रार्थी ने फरवरी, 1982 में बैंक से त्यागपत्र दे दिया था जो स्वीकृत हो जाने से बैंक व श्रमिक के बीच नियोजक व नियोजित के संबंध समाप्त हो गये हैं। श्रमिक ने 2-8-85 को बैंक को इस बाबत प्रतिवेदन प्रस्तुत किया था किन्तु उसका कोई जवाब प्राप्त नहीं हुआ व परिणामस्वरूप समझौता अधिकारी के समक्ष यह विवाद प्रस्तुत किया गया। श्रमिक का यह भी कथन है कि बीच में 17-2-84 को उसका स्थानान्तरण जयपुर सिटी चांदपोल शाखा से जालंधर शाखा में किया गया। अनुतोष यह क्लेम किया गया है कि 26-7-82 को श्रमिक का नाम उपस्थिति रजिस्टर से काटने की कार्यवाही को अवैध मानते हुए उसे निरन्तर सेवा में होना घोषित किया जावे।

3. नियोजकगण की ओर से प्रस्तुत जवाब में प्रारम्भिक आपत्तियां यह ली गई हैं जिस यूनियन ने विवाद प्रस्तुत किया था उसका श्रमिक सदस्य नहीं है क्योंकि श्रमिक ने फरवरी 1982 में स्तीफा दे दिया था इसलिए यह विवाद चलने योग्य नहीं है। यह आपत्ति भी ली गई है कि फरवरी 1982 में श्रमिक का स्तीफा स्वीकार हो गया था इसलिए नियोजक व नियोजित के संबंध दोनों पक्षों में समाप्त हो गये। गुणदोष पर भी यह बताया गया है कि श्रमिक ने 24-2-82 को स्वेच्छा से त्यागपत्र बैंक में प्रस्तुत किया था जो विधिवत स्वीकार हो गया था इसलिए 26-7-82 को उसके द्वारा ड्यूटी जोड़ने करने का कोई भी औचित्य नहीं था व इसी कारण उसकी उपस्थिति काटकर उसे इसकी लिखित सूचना दी गई थी। 2-7-81 से लगातार स्तीफा देने की तिथि तक श्रमिक का बैंक ड्यूटी से अनुपस्थित होना जवाब में बताया गया है। 17-2-84 को जयपुर से श्रमिक का स्थानान्तरण जालंधर करने की कार्यवाही को अस्वीकार किया गया है। उक्त संदर्भित प्रतिरक्षाओं के आधार पर क्लेम अस्वीकार करने का अनुरोध किया गया है।

4. प्रस्तुत विवाद में किसी भी पक्ष की ओर से अवसर देने के बावजूब कोई भी मौखिक साक्ष्य प्रस्तुत नहीं की गई है। नियोजक की ओर से जवाब में यह लिखा गया है कि जो स्तीफा श्रमिक ने प्रस्तुत किया था उसकी प्रतिरक्षा संलग्न

है किन्तु जवाब के साथ ऐसा कोई भी प्रलेख प्रस्तुत नहीं किया गया है। निष्कर्ष यह है कि किसी भी पक्ष ने किसी भी प्रकार की मौखिक या प्रालेखीय साक्ष्य न्यायाधिकरण के समक्ष प्रस्तुत नहीं की है।

5. वहस के समय श्रमिक की ओर से कोई भी उपस्थित नहीं हुआ व नियोजक की ओर से उपस्थित प्रतिनिधि की वहस सुनी गई। उनका कथन है कि श्रमिक ने अपने क्लेम में जिन तथ्यों को अभिकथित किया है उन्हें प्रमाणित करने का प्रारम्भिक प्रमाण भार श्रमिक पर है व चूंकि श्रमिक ने अभिकथनों के समर्थन में किसी भी प्रकार की साक्ष्य प्रस्तुत नहीं की है इसलिए नियोजक द्वारा साक्ष्य प्रस्तुत करना किसी भी रूप में आवश्यक नहीं था व विवाद में श्रमिक के खिलाफ इस आधार पर अधिनिर्णय पारित किया जावे कि उसने क्लेम के समर्थन में कोई भी साक्ष्य प्रस्तुत नहीं की है। साक्ष्य अधिनियम व सामान्य विधि का मान्य सिद्धान्त यह है कि जो व्यक्ति क्लेम प्रस्तुत करता है उसे इसके समर्थन में साक्ष्य प्रस्तुत करना आवश्यक है जब तक कि अभिकथित तथ्यों को विपक्षी द्वारा स्वीकार नहीं किया जावे व विवाद में मात्र विधिक बिन्दु से विनिश्चय के लिए उपलब्ध नहीं हो। प्रमाण भार के स्तर का हर मामले में अन्तर हो सकता है किन्तु प्रारम्भिक रूप से अपने कथन को पुष्ट करने का भार उसी पक्ष पर है जो न्यायाधिकरण के समक्ष अपना क्लेम प्रस्तुत करता है। इस मामले में श्रमिक के अभिकथनों से यह स्पष्ट है कि उसे इस बात की जानकारी थी कि उसके कथित स्तीफे पर बैंक ने उसका नियोजन समाप्त करने की कार्यवाही की थी वह उसकी लिखित सूचना भी श्रमिक को दी गई थी। ऐसी स्थिति में यह प्रमाणित करने का दायित्व श्रमिक का था कि उसके द्वारा कभी भी स्तीफा नहीं दिया, वह स्तीफा वैध नहीं था अथवा वैध रूप से नियोजक द्वारा स्तीफे को स्वीकार नहीं किया गया था। यह प्रमाणित करने का दायित्व भी श्रमिक का था कि वह जिस अवधि में कथित रूप से अवकाश पर रहा उसके प्रार्थना पत्र उसने समय-समय पर प्रस्तुत किये थे जो स्वीकृत किये गये थे। इसी प्रकार यह प्रमाणित करने का दायित्व भी श्रमिक का था कि फरवरी, 1984 में उसका स्थानान्तरण जयपुर की चांदपोल शाखा से जालंधर शाखा में किया गया था इसलिए दोनों पक्षों के अभिकथनों को देखते हुए यह माना जाता है कि श्रमिक अपना कथन प्रमाणित करने में पूर्णतः असफल रहा है व इस कारण वह कोई भी अनुतोष प्राप्त करने का अधिकारी नहीं है।

5. निर्वेशित विवाद का अधिनिर्णय इस प्रकार किया जाता है कि श्रमिक की उपस्थिति 26-7-82 को रद्द करने की नियोजक की कार्यवाही उचित न्यायसंगत है व श्रमिक कोई भी अनुतोष प्राप्त करने का अधिकारी नहीं है।

6. अधिनिर्णय आज दिनांक 26-9-95 को लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जावे।

के. एल. व्यास, न्यायाधीश

नई दिल्ली, 30 जुलाई, 1996

का.आ. 2413—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबंध निरोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/13/87-आईआर(बी)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 30th July, 1996

S.O. 2413.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SBI and their workmen, which was received by the Central Government on the 26-7-96.

[No. L-12012/13/87-IR(B)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING
OFFICER CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT
PANDU NAGAR DEVKI PALACE ROAD,
KANPUR

Industrial Dispute No. 179 of 1987

In the matter of dispute between :

SRI Mahadeo,

C/o Sri V. N. Sekhari,
26/104 Birhana Road,
Kanpur.

AND

The Regional Manager,
State Bank of India
Regional Office I.M.C. Road,
Kanpur.

APPEARANCE :

Sri S. N. Sharma for the Management.
Shri V. P. Srivastava for the workman.

AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-12012/13/87-D. II(A) dated 26-11-1987 has referred the following dispute for adjudication to this Tribunal —

Whether the action of the management of State Bank of India in terminating the services of Shri Mahadeo Singh, temporary Guard

v.e.f. 10-2-82, is justified ? If not to what relief is the concerned workman entitled

2. The concerned workman Mahadev Singh is an ex-military man. His case is that he was appointed by the opposite State Bank of India at its Industrial Estate Branch, Kanpur, as a guard on 23-4-81 against a regular and clear vacancy. He continued to work upto 9-2-82 for a period of 179 days. When his services were terminated he was not the junior most. Further when fresh hands were taken he was not given opportunity. Hence his termination is bad in law.

3. The opposite party bank filed reply in which it is alleged that the concerned workman was engaged in a leave vacancy to do work in place of permanent guards when every they went for short leave. It is denied that his appointment was made on any clear and regular vacancy. As such he has not acquired any status so as to get benefit of section 25 G. & H. of Industrial Disputes Act, 1947. It is further alleged that there had been a settlement dt. 17-11-87 between the Union of the concerned workman and the opposite party by virtue of which employees like the concerned workman were supposed to appear in test in respect of which advertisement was to made. Such advertisement was made but the concerned workman did not appear, hence now he has not been left with any rights.

4. The first point which needs consideration is regarding the status of the concerned workman. The concerned workman has stated that he was appointed on clear post. However in his cross examination he has conceded that there are four permanent guards. He was appointed as 5th guard on temporary basis. This fact has been specifically denied by Niranjan Lal Agarwal an officer of the bank. It is also supported by Ext. M-1 to M-30, the extracts of attendance register in which the concerned workman has been shown to be engaged in leave vacancies. Further the concerned workman himself has filed a certificate issued by the Officer of the Bank dated 19-2-1982 in which he has been shown as Badli Guard. It believes the case of the concerned workman and lend support to the case of the management. Thus from the above Guidance it would be clear that the concerned workman was not engaged in a regular or clear vacancy. Instead he was engaged in leave vacancy. Obviously such an employee has got no right what so ever to get benefit of section 25G and H of I. D. Act.

5. There is also merit in the contention of the management that in view of agreement dt. 17-11-87 the concerned workman would not have been entitled for any relief/remedy. This reference has been made on 26-11-87 whereas the agreement is dt. 17-11-1987. It means that settlement was arrived at before reference. There is no dispute that concerned workman is a member of this Union hence he is bound by this settlement. According to this settlement the concerned workman was to appear in the test when the post is advertised. The management has led copy of advertisement soliciting applications the concerned workman had admitted that he did not apply. Thus he failed to take benefit of this settlement. The claim if any of the concerned workman would

come to an end because of his failure to take advantage of the terms of this settlement.

6. In view of above my award is that the termination of the concerned workman by the opposite party bank is just and proper and the concerned workman is entitled for no relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 जुलाई, 1996

का.आ. 2414.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जयपुर आंचलिक ग्रामीण बैंक के प्रबंधन के संबंध निधोजकों और उनके कर्मचारियों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण जयपुर के पंचवट को प्रकाशित करती है जो केन्द्रीय सरकार को 26-7-96 को प्राप्त हुआ था।

[संख्या एल-12012/7/89-आईआर (बी)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 30th July, 1996

S.O. 2414.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Jaipur Anchalik Gramin Bank and their workmen, which was received by the Central Government on 26-7-1996.

[No. L-12012/7/89-IR (B)]

P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण

केस नं. सी.आई.टी. 74/89

रैफरेंस : केन्द्र सरकार श्रम मंत्रालय नई दिल्ली का आदेश
क्रमांक एल 12017/7/89 आई.आर. (बी)

दिनांक 19-7-89

जयपुर नामौर आंचलिक ग्रामीण बैंक एम्प्लॉयज
यूनियन एसोसिएशन द्वारा अध्यक्ष यूको बैंक भगवान दास
रोड, जयपुर — प्रार्थी

बनाम

जयपुर नामौर आंचलिक ग्रामीण बैंक द्वारा अध्यक्ष
56 सरदार पटेल रोड मार्ग, सी-स्कीम, जयपुर।

—प्रार्थी

उपस्थित

माननीय न्यायाधीश श्री के. एल. व्यास, आर एचकेएस
प्रार्थी की ओर से : श्री आर. सी. जैन एवं

श्री संतोष भटनागर

अप्रार्थी की ओर से : श्री अशोक मेहता

दिनांक अवार्ड : — 29-1-1996

अवार्ड

केन्द्र सरकार द्वारा निम्न विवाद अधिनियम हेतु
निर्देशित किया गया है :

"Whether the management of Jaipur Anchalik Gramin Bank Jaipur is just in refusing the demand of its workmen for defining major and minor misconduct in their staff service regulations, conditions, maximum period of suspension and payment of subsistence allowance @ one and half of pay upto 1st three months 3/4th of pay beyond three months and upto one year and full pay beyond one year of the period of suspension? If not, to what relief are the workmen entitled?"

2. संबंधित यूनियन द्वारा प्रस्तुत वलेम में यह बताया गया है कि विपक्षी जयपुर नामौर आंचलिक ग्रामीण बैंक द्वारा जो सेवा रैगुलेशन बनाये गये हैं उनमें लघु व प्रमुख (मेजर) शास्तियों को वर्गीकरण किया हुआ नहीं है निलम्बन किन परिस्थितियों में किया जा सकता है उनमें सब्सिस्टेंस रैगुलेशन में उल्लेख नहीं है व यह भी उल्लेख नहीं है कि निलम्बन काल की अधिकतम अवधि हो सकती है तथा निलम्बन काल के दौरान निर्वाह भत्ता का जो प्रावधान है वह वाणिज्यिक बैंकों के समकक्ष नहीं है इसलिये इन बिन्दुओं पर सेवा रैगुलेशन में संशोधन करने का निर्देश विपक्षी बैंक को दिया जावे। आधार यह बताया गया है कि उक्त बिन्दुओं पर सेवा नियमों में जो प्रावधान नहीं है उनसे बैंक को असौमिल अधिकार कर्मचारियों को तंग करने के उपलब्ध होते हैं। इसके अलावा यह भी बताया गया है कि राष्ट्रीय औद्योगिक न्यायाधिकरण के अधिनियम दिनांक 30-4-90 की शर्तों के अनुसार विपक्षी बैंक के कर्मचारी व अधिकारी 1-9-87 से वाणिज्यिक बैंक के समकक्ष सुविधाएं प्राप्त करने के अधिकारी हैं इसलिये उक्त बिन्दुओं पर वाणिज्यिक बैंक के कर्मचारियों के अनुसार सुविधाएं एवं लाभ विपक्षी बैंक के कर्मचारी प्राप्त करने के अधिकारी हैं।

3. विपक्षी बैंक द्वारा अपने जवाब में यह बताया गया है कि शास्तियों निलम्बन अवधि व निलम्बन के कारणों के संबंध में सेवा नियमों में अपील का प्रावधान है इसलिये बैंक को कोई भी असौमिल अधिकार उपलब्ध नहीं है तथा निलम्बन की कार्यवाही शास्ति की परिभाषा में नहीं आती है तथा यदि कर्मचारी को निलम्बन के बाद दोषमुक्त किया जाता है तो वह बकाया सम्पूर्ण वेतन प्राप्त करने का अधिकारी होता है इसलिये गुण-दोष पर सेवा नियमों के विपरीत न्यायाधिकरण द्वारा कोई निर्देश देने का औचित्य नहीं है। इसके अलावा

यह प्रतिरक्षा ली गई है कि विपक्षी बैंक के समकक्ष नियमों में संशोधन करने का अधिकारी केन्द्रीय सरकार को है इसलिसे भी न्यायाधिकरण के समक्ष यह विवाद मुनवाई योग्य नहीं है।

4. यूनियन की ओर से एक गवाह श्री पुरुषोत्तम नारायण का शपथ पत्र प्रस्तुत किया गया है जिसमें क्लेम के तथ्यों को उल्लिखित किया गया है। विपक्षी बैंक की ओर से कोई भी साक्ष्य प्रस्तुत नहीं की गई है। वहस मुती गई।

5. दोनों पक्षों के अभिकथनों, उपलब्ध मौखिक साक्ष्य व सर्विस रेगुलेशन्स के पठन से यह स्पष्ट है कि रेगुलेशन्स के अन्तर्गत मेजर व माईनर शास्तियों का वर्गीकरण किया हुआ नहीं है, निलम्बन की अधिकतम अवधि का प्रावधान नियमों में नहीं है व इसी प्रकार निलम्बन के कारणों का उल्लेख भी नियमों में नहीं है तथा जो निर्वाह भत्ता दिया जाता है वह वाणिज्यिक बैंकों व राज्य सरकार के नियमों से कम है। अभिकथनों व बहस के आधार पर यह स्थिति भी मान्य है कि राष्ट्रीय औद्योगिक न्यायाधिकरण के अधि-निर्णय 30-4-90 के अनुसार समस्त ग्रामीण बैंक के अधिकारियों व कर्मचारियों को वेतन, भत्ता व अन्य सुविधाएं 1-9-87 से वाणिज्यिक बैंकों के समकक्ष प्रदान करने के आदेश पारित किये गये हैं। वाणिज्यिक बैंकों के मामले में विवाद के अन्तर्गत आने वाले बिन्दुओं के संबंध में शास्त्री अवाई के प्रावधान लागू होने हैं तथा शास्त्री अवाई में शास्तियों का वर्गीकरण किया हुआ है व निलम्बन अवधि में निर्वाह भत्ता भी इसी अनुरूप देय बनाया हुआ है जिस रूप में विवाद के जर्गिये विपक्षी बैंक के कर्मचारियों द्वारा मांग की गई है। बहस के समय राष्ट्रीय औद्योगिक न्यायाधिकरण के अधिनिर्णय की प्रति व उस संदर्भ में केन्द्र सरकार द्वारा वेतन समानीकरण के संबंध में जो आदेश पारित किये गये हैं उनकी फोटो प्रतियां भी प्रस्तुत की गई हैं। केन्द्र सरकार के परिपत्र दिनांक 20-3-93 के पद सं. 10 में यह उल्लेख है कि ग्रामीण बैंकों में नियुक्ति, पदोन्नति व सर्विस रेगुलेशन्स के संबंध में राष्ट्रीय केन्द्रीय न्यायाधिकरण के अधिनिर्णय के अनुसार निर्देश जारी अलग से किये गये हैं। बहस के दौरान विपक्षी बैंक के प्रतिनिधि ने यह भी बताया कि सर्विस रेगुलेशन्स में वाणिज्यिक बैंकों के नियमों के अनुसार संशोधन की प्रक्रिया जारी है। इस तथ्य पर यूनियन के प्रतिनिधियों द्वारा कोई विवाद नहीं किया गया है। राष्ट्रीय औद्योगिक न्यायाधिकरण के अधिनिर्णय से यह स्पष्ट है कि दोनों पक्षों की सहमति से वेतनमान व अन्य सुसंगत विवादों के लिए माननीय सर्वोच्च न्यायालय द्वारा उक्त न्यायाधिकरण का गठन किया गया था। यूनियन के प्रतिनिधियों द्वारा बहस में यह तर्क भी दिया गया है कि उक्त न्यायाधिकरण के अधिनिर्णय के अनुसार विवादित मामलों में कर्मचारी वाणिज्यिक बैंकों के अनुसार सुविधा व लाभ प्राप्त करने के अधिकारी हैं। राष्ट्रीय औद्योगिक न्यायाधिकरण व केन्द्र सरकार के परिपत्रों

से यह स्पष्ट है कि जो मामले राष्ट्रीय न्यायाधिकरण द्वारा अधिनिर्धारित किये गये हैं उनके संबंध में स्पष्टीकरण व पालना का क्षेत्राधिकार केन्द्र सरकार को दिया हुआ है दोनों पक्षों की ओर से मान्य तथ्यात्मक स्थिति व राष्ट्रीय औद्योगिक न्यायाधिकरण को निर्देशित विवाद की सीमाओं को देखते हुए यह स्पष्ट है कि जिन विवाद बिन्दुओं के संबंध में अनुतोष इस न्यायाधिकरण से मांगा गया है वे मामले राष्ट्रीय औद्योगिक न्यायाधिकरण के अधिनिर्णय में शामिल हैं। इसलिए यह न्यायाधिकरण इन बिन्दुओं के संबंध में कोई अधिनिर्णय पारित करने के लिए वैधानिक रूप से सक्षम नहीं है।

6. श्रमिक यूनियन के प्रतिनिधियों ने एक तर्क यह दिया है कि विपक्षी बैंक में 100 से अधिक कर्मचारी हैं व उस स्थिति में मांडल स्थाई आदेश प्रभाव में आने हैं व यदि कोई भी प्रावधान इन स्थाई आदेशों के विपरीत हो तब न्यायाधिकरण मांडल स्थाई आदेशों के अनुसार अनुतोष प्रदान करने के लिए सशक्त है। एक तर्क यह भी दिया गया है कि यह न्यायाधिकरण किसी भी वैधानिक नियमों के खिलाफ भी श्रमिकों के पक्ष में अधिनिर्णय कर सकता है यदि अन्य कारणों से ऐसा किया जाना न्यायसंगत हो। इन विधिक बिन्दुओं पर विस्तृत विवेचन की आवश्यकता नहीं है व यह मानते हुए कि न्यायाधिकरण को उक्त बहस के अनुसार अनुतोष स्वीकार करने के क्षेत्राधिकार हैं तब भी राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किये गये अधिनिर्णय व केन्द्र सरकार द्वारा उस संबंध में प्रस्तावित पालना को देखते हुए यह न्यायाधिकरण अलग से कोई भी अधिनिर्णय करने के लिए सक्षम नहीं है।

7. एक तर्क यह दिया गया है कि 1987 में इस न्यायाधिकरण द्वारा विपक्षी बैंक के कर्मचारियों के संबंध में लीव ट्रैबल कन्सेशन उपलब्ध कराने का निर्देश प्रबन्धक को दिया गया था यद्यपि सेवा नियमों में ऐसा प्रावधान नहीं है। विपक्षी बैंक के प्रतिनिधियों ने इस तथ्य को स्वीकार किया है व उनका यह भी कथन है कि उस मामले में माननीय सर्वोच्च न्यायालय तक उनके पक्ष में सफलता नहीं हुई थी। इस आधार पर भी विवाद का अधिनिर्णय यूनियन के पक्ष में पारित करने का इसलिए आधार नहीं है क्योंकि राष्ट्रीय औद्योगिक न्यायाधिकरण को माननीय सर्वोच्च न्यायालय द्वारा 1988 में विवाद अधिनिर्णीत करने का क्षेत्राधिकार दिया गया था व न्यायाधिकरण द्वारा 30-4-90 को अधिनिर्णय पारित किया गया था। इससे यह स्पष्ट है कि 1987 में इस न्यायाधिकरण द्वारा जो अधिनिर्णय किया गया था वह राष्ट्रीय औद्योगिक न्यायाधिकरण के राहत से पूर्व का विषय है व उस आधार पर श्रमिक यूनियन कोई भी लाभ प्राप्त करने की अधिकारी नहीं है।

8. पूर्व में किये गये तथ्यात्मक व विधिक स्थिति के विवेचन का परिणाम यह है कि जो विवाद इस न्यायाधिकरण को केन्द्र सरकार द्वारा निर्देशित किया गया है वह विषय

राष्ट्रीय औद्योगिक न्यायाधिकरण के समक्ष प्रस्तुत विवाद की परिधि में होने के कारण यह न्यायाधिकरण अलग से कोई भी निर्देश जारी करने के लिए सक्षम नहीं है। केन्द्र सरकार द्वारा जो कार्यवाही प्रस्तावित है उसके लिए संबंधित गृनियन द्वारा केन्द्र सरकार के समक्ष कार्यवाही की जा सकती है अथवा राष्ट्रीय औद्योगिक न्यायाधिकरण के अधिनिर्णय की अवहेलना का कोई मामला बनता हो तो उस संबंध में अलग से कार्यवाही की जा सकती है।

9. निर्देशित विवाद का अधिनिर्णय इस प्रकार किया जाता है कि विपक्षी जयपुर नगर आमीण आंचलिक बैंक द्वारा मेजर व माईनर दुर्गचरण को रैगुलेशन्स में परिभाषित नहीं करने, निलम्बन की शर्तों का रैगुलेशन्स में उल्लेख नहीं करने, निलम्बन की अधिकतम अवधि नियमों में निर्धारित नहीं करने व मांग के अनुसार निलम्बन काल में निर्वाह भत्ता स्वीकृत नहीं करने की कार्यवाही उचित एवं वैधानिक है व आमरण कोई भी अनुत्तोध प्राप्त करने के अधिकारी नहीं है। अवार्ड आज दिनांक 29-1-1996 को लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जाये।

के.एल. व्याम, न्यायाधीश

नई दिल्ली, 25 जुलाई, 1996

का.आ.2415.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 721 दिनांक 22 फरवरी, 1996 द्वारा केरेन्सी नोट प्रैस, नासिक रोड को उक्त अधिनियम के प्रयोजनों के लिये 22 फरवरी, 1996 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिये बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 22 अगस्त, 1996 से छह मास की और कालावधि के लिये लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11017/3/91-आई आर (पालिसी विधायी)]

हरी चंद गुप्ता, अवसर सचिव

New Delhi, the 25th July, 1996

S.O. 2415.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India,

in the Ministry of Labour S.O. No. 721 dated 22nd February, 1996, the Currency Note Press, Nasik Road to be a public utility service for the purposes of the said Act, for a period of six months, from the 22nd February, 1996;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 22nd August, 1996.

[No. S-11017/3/91-IR(PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 25 जुलाई, 1996

का.आ. 2416.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 605 दिनांक 15 फरवरी, 1996 द्वारा नाभिकीय ईंधन और संघटक, भारी पानी और संबद्ध रसायन तथा आणविक ऊर्जा जो उक्त अधिनियम के प्रयोजनों के लिये 15 फरवरी, 1996 से छः मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिये बढ़ाया जाना अपेक्षित है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ड) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 15 अगस्त, 1996 से छः मास की और कालावधि के लिये लोक उपयोगी सेवा घोषित करती है।

[सं. एस-11014/1/93-आई.आर. (पी. एल.)]

हरी चंद गुप्ता, अवसर सचिव]

New Delhi, the 25th July, 1996

S.O. 2416.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the Notification of the Government of India, in the Ministry of Labour S.O. No. 605 dated 15th February, 1996, the industrial establishments manufacturing or producing Nuclear Fuel and Components, Heavy Water and Allied Chemicals and Atomic Energy to be a public utility service for the purposes of the said Act, for a period of six months, from 15th February, 1996;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a

public utility service for the purpose of the said Act, for a period of six months from the 15th August, 1996.

[No. S-11014/1/93-IR(PL)]
H. C. GUPTA, Under Secy.

नई दिल्ली, 25 जुलाई, 1996

का.आ. 2417.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीग्राफ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-96 को प्राप्त हुआ था।

[सं. एल-40012/165/91-आई आर (डी यू)]

[सं. एल.-40012/171/91-आई.आर (डी यू)]

[सं. एल-40012/173/91-आई आर (डी यू)]

[सं. एल-40012/172/91-आईआर(डी यू)]

[सं.एल-40012/174-आईआर(डी यू)]

[सं. एल-40012/176-आईआर(डी यू)]

[सं. एल-40012/170-आई आर (डी यू)]

[सं. एल-40012/175 आई आर (डी यू)]

[सं. एल-40012/163-आई आर (डी यू)]

[सं. एल-40012/166-आई आर (डी यू)]

[सं. एल-40012/167-आई आर (डी यू)]

[सं. एल-40012/168-आई आर (डी यू)]

[सं. एल-40012/169-आई आर (डी यू)]

के.वि. भरतनुष्णी, डेस्क अधिकारी

New Delhi, the 25th July, 1996

S.O. 2417.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telegraph and their workman, which was received by the Central Government on 24th July, 1996.

[No. L-40012/165/91-IR(DU)]

[No. L-40012/171/I.R.(D.U.)]

[No. L-40012/173/I.R.(D.U.)]

[No. L-40012/172/I.R.(D.U.)]

[No. L-40012/174/I.R.(D.U.)]

[No. L-40012/176/I.R.(D.U.)]

[No. L-40012/170/I.R.(D.U.)]

[No. L-40012/175/I.R.(D.U.)]

[No. L-40012/163/I.R.(D.U.)]

[No. L-40012/166/I.R.(D.U.)]

[No. L-40012/167/I.R.(D.U.)]

[No. L-40012/168/I.R.(D.U.)]

[No. L-40012/169/I.R.(D.U.)]

K. V. B. UNNY, Desk Officer

1900 GI/96—5.

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute Nos. 19, 12, 13, 14, 15, 16, 17, 18, 20,
21, 22, 23, 24 all of 1992

In the matter of dispute

BETWEEN

Niboo Lal,

S/o Ram Lal,

C/o Hind Mazdoor Sabha,

140/132, Johnsenganj Allahabad.

AND

Upmandal Adhikari,

Tar Mirzapur Post Office,

Mirzapur.

Raj Narain,

S/o Shamboo Nath,

C/o Hind Mazdoor Sabha,

140/132 Johnsenganj, Allahabad.

AND

Upmandal Adhikari,

Tar Mirzapur Post Office,

Mirzapur.

Ram Vinod Pal,

S/o Ram Dular,

C/o Hind Mazdoor Sabha,

140/132 Johnsenganj,

Allahabad.

AND

Upmandal Adhikari,

Tar Mirzapur Post Office,

Mirzapur.

Money Lal,

S/o Ram Kewal,

C/o Hind Mazdoor Sabha,

140/132 Johnsenganj,

Allahabad.

AND

Upmandal Adhikari,

Tar Mirzapur Post Office,

Mirzapur.

Jawahar Lal Tiwari,

S/o Ram Kumar Tiwari,

140/132 Johnsenganj,

Allahabad.

AND

Upmandal Adhikari,

Tar Mirzapur Post Office,

Mirzapur.

Gangaram,

S/o Kedar Nath,

C/o Hind Mazdoor Sabha,

140/132 Johnsenganj,

Allahabad.

AND

Upmandal Adhikari,

Tar Mirzapur Post Office,
Mirzapur District Mirzapur.
Gaya Prasad Yadav,
S/o Surajuddin Yadav,
C/o Hind Mazdoor Sabha,
140/132 Johnsenganj,
Allahabad.

AND

Upmandal Adhikari,
Tar Mirzapur Post Office,
Mirzapur District Mirzapur.
Ram Jiyawan,
S/o Badri Prasad,
C/o Hind Mazdoor Sabha,
140/132 Johnsenganj,
Allahabad.
Ram Raksha,
S/o Ram Lakhan,
C/o Hind Mazdoor Sabha U.P.,
140/132 Johnsenganj,
Allahabad.
Indresh Kumar Tiwari,
S/o Anugrah Tiwari,
C/o Hind Mazdoor Sabha,
140/132 Johnsenganj,
Allahabad.

Har Shanker Prasad,
S/o Girja Prasad,
C/o Hind Mazdoor Sabha U.P.,
140/132 Johnsenganj,
Allahabad.

Genda Lal,
S/o Masuriyadin,
C/o Hind Mazdoor Sabha U.P.,
140/132 Johnsenganj,
Allahabad.

Ram Deo,
S/o Sarjoo Prasad,
C/o Hind Mazdoor Sabha U.P.,
140/132 Johnsenganj,
Allahabad.

AND

Upmandal Adhikari,
Tar Mirzapur Post Mirzapur,
District Mirzapur.

APPEARANCE :

Amit Ashtlekar—For the Management.

B. P. Pandu—For the Union.

AWARD

Central Government, Ministry of Labour, New Delhi vide its notification Nos. given below have referred the following dispute in respect of workmen named below for adjudication to this tribunal :—

No. L-40012/165/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/171/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/173/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/172/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/174/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/176/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/170/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/175/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/163/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/166/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/167/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/168/91/I.R.D.U. dt. 13-2-1992.

No. L-40012/169/91/I.R.D.U. dt. 13-2-1992.

SCHEDULE

Whether the action of the management of S.D.O. Telegraph Mirzapur and Divisional Engg. Telecom in terminating the services of Sr.—

Nibboo Lal c/o Ram Lal,
Raj Narain s/o Shambhoo Nath,
Vinod Pal s/o Ram Dular,
Money Lal s/o Ram Kewal,
Jawaharlal Tiwari s/o Ram Kumar Tiwari,
Ganga Ram s/o Kedār Nath,
Gaya Prasad s/o Surajudin Yadav,
Ram Jiyawan s/o Badri Prasad,
Ram Raksha s/o Ram Lakhan,
Indresh Kumar S/o Anugrah Tiwari.
Jai Shanker Prasad S/o Girja Prasad.
Genda Lal s/o Masuriyadin,
Ram Deo s/o Sarjoo Prasad.

w.e.f. 11th June, 1989, 11th July, 1988, 1st February, 1989, 1st June, 1989, 1st June, 1989, 22nd June, 1989, 22nd May, 1989, 1st June, 1989, 1st April, 1989, 1st July, 1989, 1st June, 1989, 1st July, 1989 and 1st March, 1985 respectively? If not to what relief he is entitled to?

2. In all the above mentioned industrial disputes common question of facts and law are involved, they are being answered by a common award. The common award is given in I.D. Case No. 19 of 1992 Nibboo Lal versus S.D.O. Telegraph Mirzapur.

3. I.D. No. 19/92 Nibboo Lal (L-40012/165/91/IRDU) dt. 13-2-92.—The case of the workman is that he had worked with the opposite party Telephone Department w.e.f. 1st September, 1992 as Muster Roll employee. He had completed 240 days work, yet his services were brought to an end on 11th June, 1969. Junior to him were retained in service. Hence his termination is bad for non-payment of retrenchment compensation and notice pay and also because of breach of Section 25G of I.D. Act.

4. I.D. Case No. 12/92 (L-40012/171/91/IRDU) dt. 13-2-92.—The case of the workman is that he had worked with the opposite party Telephone Department w.e.f. 1st September, 1979 as Muster Roll employee. He has completed 240 days work. Yet his services were brought to an end on 11th June, 1989. Junior to him were retained in service. His termination is bad for non-payment of retrenchment compensation and notice pay and also because of breach of section 25G of I.D. Act.

5. I.D. Case No. 13/92 (L-40012/173/91/IRDU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-2-84 as Muster Roll employee. He has completed 240 days work.

Yet his services were brought to an end on 11-6-89 Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

6. I. D. Case No. 14 of 91 L-40012/172/91-IR (DU) dated 13-2-91.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-11-84 as Mustor Roll employee. He has completed 240 days of work. Yet his services were brought to an end on 1-6-89. Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

7. I. D. Case No. 15 of 92 L-40012/174/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-1-77 as Mustor Roll employee he has completed 240 days of work. Yet his services were brought to an end on 1-6-89. Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

8. I. D. Case No. 17 of 92 L-40012/176/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-7-78 as Mustor Roll employee. He has completed 240 days of work yet his services were brought to an end on 1-6-89 Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

9. I. D. No. 24 of 92 L-40012/170/91-IR (DU) dated 13-2-91.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-11-78 as Mustor Roll employee. He has completed 240 days of work yet his services were brought to an end on 1-6-89. Juniors to him were retained in service. Hence, his termination is bad for non payment of retrenchment of compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

10. I. D. No. 16/92 L-40012/175/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-9-84 as Mustor Roll employee. He has completed 240 days of work yet his services were brought to an end on 1-6-89 Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

11. I. D. No. 18/92 L-40012/163/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-8-89 as Mustor Roll employee. He has completed 240 days of work yet his services were brought to an end on 1-6-89 Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

12. I. D. No. 22/92 L-40012/167/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-3-84 as Mustor Roll employee. He has completed 240 days of work. Yet his services were brought to an end on 1-7-89 Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

13. I. D. No. 23/92 L-40012/166/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 6-6-78 as Mustor Roll employee. He has completed 240 days of work yet his services were retained in service. Hence his

termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

14. I. D. Case No. 21 of 92 L-40012/168/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-11-79 as Mustor Roll employee. He has completed 240 days of work yet his services were brought to an end on 1-7-89 Juniors to him were retained in service. Hence, his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

15. I. D. No. 20 of 92 L-40012/169/91-IR (DU) dated 13-2-92.—The case of the workman is that he had worked with the opposite party Telecom Department w.e.f. 1-12-84 as Mustor Roll employee. He has completed 240 days of work yet his services were brought to an end on 1-5-89. Juniors to him were retained in service. Hence his termination is bad for non payment of retrenchment compensation and notice pay and also because of breach of Section 25-G of I. D. Act.

16. The opposite party has filed separate written statement in all the cases, the defence being the same. It is alleged that the concerned workmen were kept for a specific work. When that work came to an end the services of the concerned workmen also came to an end. They have no right whatsoever and their names were not brought in graduation list because they have not served for requisite number of days. It is also alleged that no juniors were retained to him. Lastly it was alleged that the opposite party is not an industry and this reference is incompetent.

17. I have heard both the sides and have gone through the record. As regards the plea of opposite party being not an industry, it may be mentioned here that by my finding dated 2-1-96 given in I. D. No. 54 of 92 Shiv Kumar Yadav versus Divisional Engg. Telecom Sultanpur it has been held that telecom department is an industry. Hence, this plea is overruled.

18. There is no evidence worth the name that juniors to the concerned workmen have been retained in service, hence plea of breach of Section 25-G of I. D. Act is negatived, for want of proof.

19. Next it will be seen if each of the concerned workman have completed more than 240 days in a calendar year. In each of the above mentioned industrial dispute the concerned workman had unequivocally stated that they have completed 240 days by rendering continuance service in a year. On the other hand Dy. Divisional Engineer of the opposite party Shiv Prasad has stated that the concerned workman had not completed 240 days in the year preceding the date of their respective termination. In his cross examination he has stated that he has given a statement on the basis of entries in mustor roll which are with him. Surprisingly these mustor roll have not been filed in the court.

20. In the case of H. D. Singh versus Reserve Bank of India, 1985 Lab. I.C. 1733 the controversy was as to whether the workman had completed 240 days in a period of 12 months. Both parties had adduced evidence in that case but the bank had not produced the record. Hence drawing inference that the case of the workman is true. Hon'ble Supreme Court had held that the case of the workman was established to the extent that he had completed 240 days in a calendar year. I think this principle of law can be applied to the facts of the present case with full force. As admittedly the opposite party is in possession of mustor roll record and has not filed the same before the court, hence drawing inference because of these lapses I accept the version of the concerned workman and held that they have completed 240 days in a calendar year at the time of their respective termination. Admittedly no retrenchment compensation or notice pay has been paid to them at that time. In this way there has been breach of Section 25-F of I. D. Act would render cessation of services of each of the workman invalid.

21. Hence my award is that termination of each of the workman of the reference is invalid and as such they will be entitled for reinstatement. However, keeping in

regard the nature of their casual work it is held that they are not entitled for any back wages. They shall also get Rs. 100 in each case as costs of the case.

22. Let a copy of this award be placed on the record of each case file.

23. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 अगस्त, 1996

का.आ. 2418.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा-3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री पी. करुण्यसामी अवर सचिव को दिनांक 15-7-96 से उत्प्रवास संरक्षी-1 दिल्ली के रूप में नियुक्त करती है।

[सं. एस-11011/1/96-उत्प्रवास]
वी.डी. नागर, अवर सचिव

New Delhi, the 2nd August, 1996

S.O. 2418.—In exercise of the powers conferred by Section 3, Sub-section (i) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri P. Karupasamy, Under Secretary as Protector of Emigrants-I, Delhi with effect from 15-7-1996, till further orders.

[No. S-11011/1/96-Emig.]
V. D. NAGAR, Under Secy.

नई दिल्ली, 2 अ.स. 1996

का.आ. 2419.—कर्मचारी बीमा राज्य अधिनियम 1948 (1948 का 34) की धारा 4 के अनुसरण में केन्द्रीय सरकार भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 509(अ) दिनांक 8-6-1995 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “(धारा 4 के खण्ड (1) के अन्तर्गत संसद द्वारा चुना हुआ)” शीर्षक के नीचे, सद संख्या 51 और 52 तथा इससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित प्रतिस्थापित किया जाये, अर्थात् :—

51. श्री प्रदीप भट्टाचार्य,
संसद सदस्य (लोक सभा),
बंगा भवन, 3-हैली रोड,
नई दिल्ली।

स्थायी पता :—59 पाम एवेन्यू, कलकत्ता-19

52. श्री हरिन पाठक
संसद सदस्य (लोक सभा)
89-साउथ एवेन्यू, नई दिल्ली-110011।

स्थायी पता :—मधुराम, प्राण कुंज सोसायटी,
पुष्प कुंज, मनी नगर, अहमदाबाद।

[सं. एच-11021/3/96-एस एस-1]
जे.पी. शुकला, अवर सचिव

New Delhi, the 2nd August, 1996

S.O. 2419.—In pursuance of Section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour No. S.O. 509(E) dated the 8th June, 1995 namely :—

In the said notification, under the heading “Elected by Parliament under clause (i) of Section 4”, against the serial numbers 51 and 52 the following entries shall be inserted namely :—

“51. Shri Pradeep Bhattacharya,
Member of Parliament (Lok Sabha),
Banga Bhawan,
3-Hailey Road New Delhi.
Permanent Address :—
59-Paam Avenue,
Calcutta-19.

52. Shri Harin Pathak,
Member of Parliament (Lok Sabha),
89-South Avenue,
New Delhi-110011.
Permanent Address :—
Madhuram Pran Kunj Society,
Pushpa Kunj, Mani Nagar,
Ahmedabad (Gujarat).

[No. H-11021/3/96-SS-1]
J. P. SHUKLA, Under Secy.

नई दिल्ली, 1 अगस्त, 1996

का.आ. 2420.—कऔद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स जी सी सी एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-7-96 को प्राप्त हुआ था।

[संख्या एल-20012/383/91-आई आर (सी-1)
ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 1st August, 1996

S.O. 2420.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. 2 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workmen, which was received by the Central Government on 31-7-1996.

[No. L-20012/383/91-JR (C-1)]
BRAJ MOHAN, Desk Officer.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I. D. Act, 1947.
REFERENCE NO. 54 OF 1993.

PARTIES :

Employers in relation to the management of
Kendwadih Colliery of M/s. B.C.C.L. and
their workmen.

APPEARANCES :

On behalf of the workmen : Shri S. Bose,
Secretary, R.C.M.S.

On behalf of the employers : Shri B. Joshi,
Advocate.

STATE : Bihar INDUSTRY : Coal.

Dated, Dhanbad, the 16th July, 1996

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order L-20012/(383)/91--IR. (Coal-I), dated, the 14th May, 1993.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh for employment of Shri Arjun Paswan and 87 others, as per list attached, is justified? If so, to what relief the workers are entitled?"

2. In the aforesaid reference 88 workmen are involved. The W. S. case is that Kendwadih Colliery was one of the largest Coal Mines within this area while it was in private ownership upto October, 1971 having several pits and inclines for raising Coking Coals.

3. The concerned 88 workmen used to work as Tyndals being employed by the then management on the surface as well in the underground of the Mines through contractors. However, the said colliery including all its establishments were taken over by the Government of India with effect from 17-10-1971 and thereafter the establishment was nationalised with effect from 1-5-1972 and the management came into the control of M/s. BCCL with whom the present dispute is.

4. In spite of such transfer of the ownership ultimately to BCCL although the said workmen worked through the contractor including the present owing under the control of BCCL management.

1900 GI/96—6.

5. The job of the Tyndals in the Coal Mines is of permanent and perennial nature and the said post have a specific pay and grades after nationalisation of the Coal Mines. But due to change of policy in the year 1975-76 the BCCL management converted all the contractor workmen employed in permanent and perennial nature of job as departmental workers and such policy was implemented as per decision of the management from time to time rather in phases. But this policy was implemented in not maintaining any norms but their action was most whimsical and implementation was going on adopting the policy of pick and choose with mala-fide intention. As a result the said 88 concerned workman involved in this particular reference were not regularised though some tyndals in the nearby colliery under the same area were confirmed in and around August, 1976.

6. As a result RCMS the sponsoring union of the present workmen raised industrial dispute in respect of the Tyndals of Balibari colliery and the concerned workmen of Kendwadih colliery and took up the matter with the highest authority of BCCL and in continuation of such act review committees were framed out of which one committee was in respect of Kendwadih Colliery regarding Tyndals of the present dispute where the sponsoring union participated around 30-11-1978 and the review committee decided to find out from the management about their requirement and the Tyndals in Kendwadih Colliery but no progress was made either from the management side or from the review committee though the union moved from post to pillar having no result.

7. In continuation of such demand a letter dated 4-1-1979 was given inviting the attention of the management but they paid no heed and these poor workmen were kept hanging depriving of their right to earn for living.

8. In 1986 the BCCL management required some 10,000 Miner/Loaders in their colliery and in that process the contractors workers were given preference considering that the work in the said colliery of the said 88 Tyndals offered their services for the job of Miner/loader for having their experience in the underground as Tyndals but they were not recruited and the preference was given to the freshers.

9. Be that as it may the management regularised Tyndals Miner/loaders. General Mazdoors in respect of 67 Tyndals working under the contractor in Balihary Colliery out of the same area by an agreement dated 22-5-1987 while the said matter was pending before the Industrial Tribunal No. I, Dhanbad the Hon'ble Tribunal passed its award on 30-6-1987 and published in the Gazette of India on 1-8-1987 and thereby the management by absorbing 67 workmen as stated above made serious discrimination so far these 88 workmen are concerned and as a result the union again approached but to no effect. Ultimately the dispute was raised through this sponsoring union before the ALC(C), Dhanbad on 2-1-1990 and being failed there the present reference has arisen, for the decision of this Tribunal whether the demand of the R.C.M.S. union for employment of S/Shri Arjun Paswan and 87 others as

per list attached is justified and if so what relief the workmen are entitled to ?

10. The management in their W.S.-cum-rejoinder replied that the present reference is not legally maintainable nor any relationship of employer and employee existed between the management and the concerned workmen. The sponsoring union made representation to the ALC(C) Dhanbad by its letter dated 2-1-1990 for initiation of the Conciliation proceeding for the present workmen in BCCL and the sponsoring union contended that they worked in the capacity of the Tyndal at Kendwadih Colliery during the period 1975-76 as contractors workers and as no merit was found the demand of the Tyndals workers raised after a period of about 18 years from their alleged date of employment and their claim was not accepted.

11. Further case of the management is that the process for bringing out a coal and processing etc. have changed, modified and altered and new systems of mining operation has been adopted from time to time and the manpower requirement diminished due to introduction of new machines, modern technology and modern planing and development. Thereby at present there is surplus workers which does not permit the management to absorb more persons at Kendwadih Colliery or at any other colliery. The management abolished the contract system in 1976 as far as practicable and for the permanent workers selections were made for filling up those posts and the workers working under the contractor who offered for employment interviewed on different selection committees and on selection they were absorbed to fill up new permanent post after abolition of the contract system.

12. Further case of the management is that the union including the present sponsoring union were consulted in such a case and settlements were arrived at between the union and the management and on the basis of such settlement the workmen of contractors were absorbed. After 1996 many changes have cropped up and by such changes a person having age less than 35 years of age were only found physically fit for the job and beyond that age nobody could be considered for such job. In view of the abolition of the contract system in the year 1976 in that area even the concerned workmen worked during 1975-76 they cannot be absorbed. Actually the persons who worked under the contractor became members of the Societies formed and they were given job as and when available and the management issued identity cards to such contractors workers and opened their Bank accounts and they used to receive their payment through the banks out of the bills paid through the societies. Thus the contractors workers who could not be absorbed by the management, they were given opportunities to work as Society Contractor's workers and some of them got employment in pursuance of the Circular of 1986. But thereafter even the recruitment in this process was abolished as because now the staff strength is surplus in every colliery establishment of the management.

13. Further case of the management is that the applicants of this case are not the genuine workers and they have been inducted for the employment in the management and no document can be produced by the concerned workmen showing that they ever worked as contractors workers and they have drawn wages from the contractors and thus their demand is liable to be dismissed.

14. In the rejoinder the contents of para 1, 2, 3, 4, 5, 6, 7, 8 and other paragraphs are denied with the statements which have already been stated in their W. S. itself. No new things appeared.

15. The workmen in their rejoinder to the W. S. of the management have stated that it is myth to say that there is no relationship of workmen and the management and from the documents produced by them would go to justify their claim and there is no abolition of the previous system of mining in spite of addition of modern machineries having more skill. On the other hand these workmen worked in 1976 when the management announced the abolition of contract system but the management did not care to absorb the concerned workmen either as Tynal or in any suitable jobs which are always available to them, and since they worked for a continuous period till 1975 they have got right to be absorbed in any work under the management of BCCL and it is myth to say that a system was introduced to give job through co-operative instead of contractors and thereby machinery statement to defeat the claim of the workmen are not true.

16. To support the respective cases both the management and the workmen have examined witnesses besides the documentary evidence which are to be referred to and discussed below.

17. WW-1 Murlidhar Prasad had deposed on the side of the workmen being the Branch Secretary of the RCMS union stating that this dispute had been raised by their union and in support of their claim they have filed circulars dated 15-12-1978 issued by the Personnel Manager and referred to the General Manager marked Ext. W-1 and the letter dated 4th January, 1979 issued by the then Joint General Secretary of the Union to the General Manager, BCCL Kendwadih Area No. VII marked Ext. W-2 and other circular dated 9-5-1986 Ext. W-3. The document Ext. W-4 is the letter dated 15-5-1986 issued to Shri Murlidhar Prasad, the witness himself by Shri B. M. Lal, Personnel Manager and another letter Ext. W-5 is dated 17-5-1986 issued by Shri Murlidhar Prasad, the Branch Secretary to the Area Personnel Manager. Ext. W-6 is the letter dated 22-7-1987 and the Award of Ref. No. 27/82 has also been filed. Besides that there are documents marked Exts. W-7 and W-7/1. In cross-examination he has admitted that no coal is raised in Kendwadih colliery at present and there are about 5 pits and one incline in the colliery and that raising of coal had been stopped about 3/5 years back from the date when he was examined in the year 1994. His evidence also discloses that no work of Kendwadih colliery was transferred to other colliery. It is also admitted in cross-examination that no coal is being raised from any of the 5 pits as mentioned in the exami-

nation-in-chief in the Kendwadih Colliery. He has also proved two registers of contractor marked Ext. W-8 and W18/1.

18. WW-2 is one of the Tyndal worker who are claiming to have worked and it is evident from his evidence that he used to work under the contractor and then they were engaged by the management as Tyndal working in the surface as well as in the underground mines. It is admitted by him at present the concerned colliery is closed and no raising of coal is there.

19. MW-1 Sunil Kumar Roy is an employee of BCCL and he was also Manager for the period from February, 1983 to December, 1987. He had deposed that during his period no contractor was engaged and after the closure of the mine surplus workmen were deployed to other collieries of the management. He had also deposed that none of the concerned workmen had ever worked in the Kendwadih Colliery during his tenure. He had admitted that Tyndals are the group of workers who are to be engaged in the collieries.

20. MW-2 Shri Dinabandhu Prasad had deposed that he was in Kendwadih Colliery from 1971 to 1986 and he worked in different capacities like Mining Sirdar, Overman and as Asstt. Manager and according to him since June, 1974 during his tenure no Tyndal work was ever done in Kendwadih Colliery through the contractor. He had also deposed that none of the concerned workmen worked as Tyndal workers in the said colliery. He had also deposed that the colliery in question is closed for a pretty long time.

21. At the very outset let me see what is the job of the Tyndal which has been described in the job. Description and Categorisation of Coal Employees and at page 14 clause 4 in the description of Cat. IV worker and Tyndal workers means a workman generally employed in moving engineering stores, drums of oil and greases and also responsible for erection, dismantling of structures and installation and withdrawal of machinery and they are of Cat. IV worker.

22. The management in their argument had categorically stated that the concerned workmen have been stopped from their work from 1976 onwards and that fact has been admitted by the union in their rejoinder at page-5 and it is also stated in the W.S. of the workmen that they worked from 1-5-72 to 1976 as Tyndal worker which of permanent and perennial nature of job under the contractor.

23. It is an admitted fact that the Kendwadih Colliery became defunct and closed due to exhaustion of coal deposit completely since 1988 and the surplus staffs were transferred to different collieries.

24. No doubt it was argued by the management that the said surplus staffs were the permanent staff and they were absorbed in other collieries.

25. The management had referred to the statement of WW-1 in support of the fact that the Kendwadih Colliery remained closed and no coal was being obtained from the pit or from the incline

and the permanent workmen were transferred to different collieries and thereby it was submitted that the reference made by the Ministry does not relate to regularisation being the worker of the contractor who had been terminated in the year 1976 in Kendwadih Colliery who worked only in between 1-5-72 till 1976.

26. In this context the learned Advocate for the management drew my attention to the case law reported in SCLJ Vol. III at page 2307 where it has been opined by Their Lordships that no Tribunal can not go beyond the point of dispute nor he can import anything which is not in the terms of reference and if that be so done it will be against law. Thereby my attention was drawn to the terms of reference where it has been stated "whether the demand of the concerned workmen for employment as per list attached is justified" and their demand that they should be regularised in the Kendwadih Colliery after its closure which according to the management hit under Section 25FFF of the I.D. Act, 1947.

27. In view of the said provision each unit should be called and considered as separate establishment and the workmen of one closed establishment cannot demand for their transfer in the other establishment nor they can claim reinstatement in their job. Rather they should be considered to be retrenched from the date of closure of that establishment.

28. In support of such contention my attention was drawn to Section 17 of the Mines Act, 1952 wherefrom it will appear that for each unit there is separate Agent and as per Manager of the Colliery the colliery functions and thereby all the employees of the units are to be considered as separate and distinct establishment for the purpose of closure and retrenchment of the workmen under Section 25-FFF of the I.D. Act, 1947.

29. In this premises my attention was drawn to another case law reported in 1974 Lab. I.C. page 730 of the Hon'ble Supreme Court where it was considered that when there are two independent units and one unit is closed and the services of the workmen of the said unit be terminated where having separate unit of the same establishment can do so and whether that termination is legal and justified?

30. In reply Their Lordships opined that if there is no motive on the side of the company and if the circumstances compelled to close it then no employer can be compelled to carry on his business in any manner and keeping that position in mind it was argued that when one of such colliery was closed then it is a belated claim of the concerned workmen who used to work under the contractor after lapse of 20 years to seek for job and that should be considered in the purview of the case law as stated earlier holding the claim to be absurd and leading to the decision that the present reference cannot be considered to be an Industrial Dispute.

31. It was submitted very emphatically by the learned Advocate for the management that this case has been raised after long 18 years from the stoppage of the contractor workers in the year 1976 and the decision of the Hon'ble Supreme Court also reported in SCLJ Vol. IV at page 2225 gives a death blow to

the claim of the workmen as in that reference it was made after four years and it was held to be not maintainable and on account of delay and latches being remained unemployed. The management also relied upon a case law reported in Lab I.C. 1993 Page 1762 where also it was held that the delay defeats the remedy as well as right. In that case Hon'ble Supreme Court observed that if after lapse of long terms any claim be raised having no foundation then they should be considered to be the job seekers though there is no law of limitation in I.D. Act but the principle of limitation will come in to stop the putting forward of the claim beyond the reasonable time.

32. It was argued by the learned Advocate for the management that the circular of 1986 which has been filed by the sponsoring union and which has been marked in the instant case would go to show that scope was given to employees of the contractor workers for filling up the vacancies in the respective establishment of different collieries and accordingly the vacant posts were filled up at the relevant moment. But no claim was put forward by the present claimants under that situation. It was added further that the situation has changed after 1986 by promulgation of circular in 1982 where the scope of further recruitment of the workmen in the establishment after closure of several mines have been narrowed rather stopped.

33. In course of argument my attention was drawn to the evidence of WW-1 and WW-2 submitted that this case is absolutely based on got up documents which are created for the purpose of this case and it was also pointed out that the evidence of the workmen themselves clearly go to show that they were the men of the contractors Shri Rajdular who engaged them in Hydro Mining but no document is forthcoming to show that any work was in Hydro Mining Section or at Kendwadhi colliery nor did they being supported by any document.

34. Lastly it was argued for consideration the fact that the Kendwadhi Colliery is closed for a pretty long time and the workmen being the persons engaged by the contractor at such a belated stage, they cannot claim to be regularised or getting any job in the establishment of BCCL, after lapse of long 18 years.

35. It was also added that there was no iota of material from which it would go to show that these persons ever worked as Tyndal in the colliery. But the evidence of WW-1 goes to show that Rajdular and other employees were getting the work done on the basis of the work order given to him by the company and the attendance register was maintained by Rajdular or his Munshi and those attendance registers have been produced from the Agency of Rajdular which are marked as Ext. W-8 and W-8/1. But he could not say who was the writer only he learnt that these registers were maintained by Rajdular. Ext. W-7 and W-7/1 obviously go to show that they worked for the work of Rajdular.

36. Accordingly it was argued that even if it is accepted for the sake of argument that they were the men of contractor and worked till 1976, in view of the close of the colliery where they used to work

under the contractor the present workmen cannot claim to be regularised in the colliery which has been closed in the long past and if that be so then there will be flow of persons for being absorbed and when there is surplus staff in the BCCL establishment it would be an unjust claim upon some establishment to pass any Award for regularising them and that will be nothing but an imposition of burden after obtaining the order from the Tribunal. It was argued that the workmen filed several documents which have been marked Ext. W-1 to W-11 and they have relied upon circular dated 15-12-1978. It is the main argument that Tyndal is a permanent nature of job and Ext. W-10 series will go to show that they are the genuine persons and my attention was drawn to the judgement of the Hon'ble Supreme Court reported in SCLJ Vol. 5, pages 3474 to 3476 thereby it was argued that since the job was of permanent nature and there was circular in the year 1986 for absorbing the contractors workers to be absorbed as permanent workmen that cannot be withdrawn in the year 1992. Ext. W-9 is an Award passed in Ref. No. 27/82 where the reference was having in view the minutes of discussion dt. 24-2-1976 whether the demand of the workmen of 'Balihari Colliery of M/s. BCCL, P.O. Kusunda, Dist. Dhambad for regularisation of the Tyndals as listed in the annexure below as departmental workmen is justified, if so what relief the concerned workmen are entitled? There was a joint compromise petition where on negotiation there was an agreement between the management and the workmen and the dispute was settled and some workers were provided with employment and it was agreed by the management that some more workers as mentioned therein would be given job when Hydro Mining Project would be introduced. This settlement was between the present sponsoring union and the present management and the workers were also Tyndals as it is in the present case.

37. No doubt this reference more or less tallies with the claim of the present reference but we should not forget the time and the year when that dispute arose and when the present dispute is.

38. It may be said that when the self same sponsoring union has taken up the cause of the present workmen what debarred them to take up the cause of these workmen at that time when the same nature of dispute was settled between the management and the same sponsoring union.

39. Now I am to see whether pursuant to the present reference and other materials present and filed by the workmen I am to dispose of the present reference in favour of the workmen.

41. With reference to the facts mentioned above and the law points I have given my anxious consideration and it does not appear to be baseless that Kendwadhi Colliery became defunct since long past. But Balihari colliery was still working when the settlement took place and raising of coal etc. were in operation in Balihari colliery being performed by the workmen which were of permanent and perennial nature of job and thereby by Ext. W-9 an Award was passed pursuant to a settlement regularising them in the work though they were the contractors men.

42. Much stress was given by the learned Advocate for the management relying upon a decision reported in 1974 Lab. I.C. at page 730 (between the workmen of Straw Board Manufacturing Co. Ltd. and M/s. Straw Board Manufacturing Co. Ltd.) In the said judgement the fact is that what will be the effected closure of one unit so far the workmen of said unit is concerned though under the same management and same service rules they were. In the said case law Their Lordships were of opinion that though the two units were under the same management and more or less under the same service rules but for the closure of one unit the workmen of the said unit cannot get any relief of regularisation for the reasons that though those two units were under the same establishment and company but the said two units were of different nature from various aspects.

43. Firstly for the two factories there are two licences under the Factories Act, products of two units are different, raw materials supplied for the product of the two units were also different but only the same rule prevailed as two units were in proximity.

44. But if we consider the fact of the present case we cannot tell Balihari colliery and Kendwadih Colliery are of two units as because in both the collieries under the management of BCCL coals were used to be brought out in the same manner and procedure and thereby the products are same and the procedures for such operation were also followed in the same manner.

45. Therefore, considering the said aspect and comparing the same with the units mentioned in the aforesaid case it cannot be said that they were two separate and independent units having separate status, separate ingredients from separate angles.

46. Accordingly it is unsafe to say that the principles laid down in the aforesaid case law will help the management to form an opinion that Balihari colliery and Kendwadih Colliery are two different units. So closure of one unit has no connection whatsoever with the other colliery of BCCL like Balihari colliery.

47. My observation will be fortified from the facts and circumstances that it is not disputed that as and when Kendwadih Colliery was closed some permanent employees of BCCL were transferred to different collieries and thereby they were absorbed simply because they were the permanent staff.

48. Therefore the said act itself belies the stand of the management that Kendwadih colliery and Balihari colliery are two different units. So the principles laid down in the case law reported in Lab. I. C. Page 730 cannot come to the help of the management.

49. The point which was urged that it is a stale claim as because the colliery was closed in the year 1976 and they raised the claim long after 18 years.

50. In reply to that my attention was drawn to different papers by the representative of the workmen wherefrom it appears that from the very inception of stopping of their work they raised claim from time to time and urged their claim but those remained unattended.

51. In this context we should not forget the settled principle of law that though in some decisions stale have been discouraged but in some cases it has been observed by Their Lordships that there is no specific provision of limitation Act in the Industrial Disputes Act which debars the aggrieved workmen to raise his dispute before the Tribunal if the delay is explained.

52. So the papers filed in this case and marked exhibited cannot be wiped out so lightly in order to come to a conclusion that there is no explanation for the delay of raising of the dispute from the side of the workmen. So it would be unjust and hardship to the workmen to defeat their claim if it appears that their claim is based on foundation.

53. To decide this question we should not forget the Award passed in respect of some of the contractors workers working in the Balihari colliery marked Ext. W-9 which was pursuant to the decision taken by the management promulgated in the year 1986. No doubt a question arises why one set of contractors men were regularised and claim of others were negated. Of course it may be said that the colliery in question whether the present workmen worked were no longer in existence at the relevant time but at the same time it may be pointed out if the permanent employees be absorbed elsewhere then why attempt should not be made to provide the contractors men who rendered their services for along term in the colliery which closed down after a long time if not barred otherwise.

54. It may be argued that the said decision was changed in the year 1993. But it can be met by arguing that the right which accrued in favour of the workmen before hand that cannot be curtailed by any subsequent change of law without giving benefit of the said circular to which they were entitled to and some of whom got such benefit.

55. It is needless to say that the job which was performed by the concerned workmen was of permanent and perennial nature. In view of the case law report in S.C.L.J. Vol. 5, pages 3474 to 3476 Their Lordships of Hon'ble Supreme Court had held that workers performing permanent nature of job should be absorbed if not barred otherwise and the Award marked Ext. W-9 passed in Ref. 27/92 also come in view of the said case law and the circular of 1986 and it was held by all concerned that Tyndals as listed in the Annexure was departmental workman and compromise petition was filed therein jointly.

56. A question may arise why the cause of these concerned workmen were not taken up at that time but it was argued by the representative of the workmen that as it was of different colliery and attempt was going on to finalise the matter amicably and that was not within that reference so it did not come into the picture at that time.

57. However, it is beyond the question that the persons worked under the contractor are genuine one who are the present workmen and they performed the job which was of permanent and perennial in nature and the person performing the same type of job in other collieries were regularised and so on doubt a stepmotherly attitude was taken so far these concerned workman are concerned.

58. It was argued by the learned Advocate referring the case law reported in 1992—LLJ page 841, 1992 LIC page 854, 1992 II L.L.J. page 782 and 1985 Lab. I. C. page 876 that no encouragement should be given to the persons to get job through back door method and that has been condemned and discouraged by the decisions as referred to and it has been held to be unconstitutional.

59. In reply to that my attention was drawn to 1995 Lab. I. C. page 2207 of Hon'ble Supreme Court where other view were taken recommending the regularisation if the contract and the persons are found to be genuine and this case law has not debarred to give relief to the genuine workers irrespective of the present position of law embodied in the I.D. Act itself and the principles laid down in the Contract Labour (Regulation and Abolition) Act.

60. No doubt as per the decision of the Hon'ble Supreme Court enunciated in 1995 Lab. I. C. page 2207 an instruction has been given for the amendment of the Act to remove the lacunae in Section 10 under the purview of abolition of Contract Labour (Regulation & Abolition) Act but relying the present structure of law the workers were given with the reliefs though they were the workers of the contractor with certain observations mentioned therein.

61. Therefore considering all such legal aspects I am not inclined to refuse the concerned workmen from getting any relief though not in the manner as they have claimed.

62. Though the demand of the sponsoring union for employment of Shri Arjun Paswan and 87 others as per list attached is not allowed right now but it is held that their demand is justified. The management is directed to make a panel of the said concerned workmen and according to their seniority as per the list to be submitted by the sponsoring union or available from the contractor or from the records of Kendwadih Colliery and to absorb and regularise them either in the work of the Tyndal or in any Cat. suitable to the management from time to time so that the list be exhausted within one year from the date of publication of this Award. The sponsoring union is directed to submit a list as per seniority of the said workmen within one month from the date of publication of this Award to the management either directly with proper notice or sending the same with registered post with A/D and in default as per list. However, no back wages is given to any of the concerned workmen but if the Award be not implemented as ordered or as per stipulated term mentioned in the Award the concerned workmen through the sponsoring union would be able

to move for proper remedy in the light of the Award passed in this reference.

This is my Award.

D. K. NAYAK, Presiding Officer.

केन्दुआडीह कोलियरी में काम करने वाले टिन्डेल मजदूरों को लिस्ट जो सन् 1976 ई. में काम से ब्रेठा दिये गये थे।

क्रमांक	नाम	पिता का नाम
1.	अजून पासवान	बिल चन्द पासवान
2.	जंग बहादुर पासवान	बच्चु पासवान
3.	मृनाल कांती बनर्जी	श्यामा पद बनर्जी
4.	दिवेकानन्द पासवान	गोविन्द पासवान
5.	सीताराम	बन्नी पासवान
6.	सत्य नारायण राम	सिद्ध राम
7.	लुक्खो प्रसाद	द्वारा—राजेन्द्र प्रसाद
8.	महेन्द्र कुशवाहा	राम जतन कुशवाहा
9.	अनवर अली	चमारी मिश्रा
10.	मु. फारुख	मु. कुर्बान
11.	बालदेव सिंह	चन्दन सिंह
12.	प्रदीप दुसाध	रामदेव दुसाध
13.	विशुनदेव दुसाध	ब्रह्मदेव दुसाध
14.	धुरा दुसाध	रखो दुसाध
15.	राज बल्लभ दुसाध	रमन दुसाध
16.	भीम भगत	कैलाश भगत
17.	धन्वज विश्वास	नारायण चन्द्र विश्वास
18.	राम चन्दन पासवान	राम फरीन पासवान
19.	रामशीष यादव	जलधारी यादव
20.	हरिलाल यादव	
21.	पन्ना लाल यादव	पूर्णमाजी यादव
22.	अमृत यादव	रामअवध यादव
23.	अजय कुमार	परमानन्द प्रसाद
24.	रामायण राम	मोती रविदास
25.	राजनाथ यादव	स्व. राम सुन्दर यादव
26.	मु. सलीम अंसारी	मुरलीम अंसारी
27.	कलाश यादव	
28.	अनिल कुमार पाठक	नन्द हिमौर पाठक
29.	मु. रफीक	मु. सकुधर
30.	बच्चु यादव	
31.	दयानन्द पासवान	चन्द्रशेखर पासवान
32.	राम निवास	वृक्ष पासवान
33.	निखिल कुमार राय	प्रभात कुमार राय
34.	राजेश्वर पासवान	बलदेव पासवान
35.	धुर्गा दास	धानो दास
36.	कृष्णा ठाकुर	सुखदेव ठाकुर
37.	प्रदीप कुमार	तारा पद
38.	अब्दुल रजाक	रहमान मियां
39.	मु. सहायदत्त अली	कुर्बान मियां

क्रमांक	नाम	पिता का नाम
40.	चन्द्रमा दुसाध	चन्द्रदेव दुसाध
41.	लोहड़ी शर्मा	देवधारी
42.	रविन्द्र दुसाध	दिनेश्वर दुसाध
43.	धनेश्वर दुसाध	रुखी दुसाध
44.	रामाश्रय दुसाध	करमदेव दुसाध
45.	राज किशोर पासवान	हरिदास पासवान
46.	रजित कुमार वर्मा	दिपीन बिहारी वर्मा
47.	राम नन्दन यादव	गेंधारी यादव
48.	राकेश प्रसाध सिन्हा	यू. पी. सिन्हा
49.	देवेन्द्र प्रसाद मिश्रा	महात्मा मिश्रा
50.	प्रसादी यादव	रामरूप यादव
51.	चन्द्र शेखर सिंह यादव	नोखई यादव
52.	किशोरी ठाकुर	गहादेव ठाकुर
53.	मु. आसीन	मु. सदीक मियां
54.	लक्ष्मण महतो	जगदेव महतो
55.	दीनानाथ पाठक	स्व. नागेश्वर पाठक
56.	लब्धा पासवान	कोलेश्वर पासवान
57.	राम कृष्ण पासो	गंगारूपसो
58.	अविनाश प्रसाद	नवलकिशोर प्रसाद
59.	मु. हयूब (हयुल)	मु. सुलेमान
60.	रायकेश यादव	रतीराम यादव
61.	सोया यादव	
62.	शुभ नारायण दुबे	
63.	मुस्तार आलम	अब्दुल रजाक
64.	दीपक कुमार	विशुन प्रसाद
65.	शम्भु शरण	वासुदेव नन्दन
66.	दिलकेश्वर सिंह	राजदेव सिंह
67.	चन्द्रशेखर सिंह	नवल किशोर प्रसाद
68.	इन्द्रजीत यादव	वंशी लाल यादव
69.	मनोज कुमार सिन्हा	मुरलीधर प्रसाद
70.	नरेन्द्र कुमार	लक्ष्मण लाल
71.	हरिहर नाथ पटेल	बिहारी लाल पटेल
72.	लाल बाबु सिंह	मजुगा सिंह
73.	सुनील कुमार	गया शंकर प्रसाद
74.	पारस नाथ	चमन लाल
75.	उमेश प्रसाद	मुनेसर लाल
76.	हंसराम मल्लाह	
77.	रामेश शर्मा	राज बल्लभ शर्मा
78.	आनन्दी प्रसाद	
79.	सुरेश तिवारी	राम राज तिवारी
80.	अजय प्रसाद	नारायण महतो
81.	सुरेश कुमार शुक्ला	अमरनाथ शुक्ला
82.	राम सेवक प्रसाद	स्वर्गीय गजाधर प्रसाद
83.	उमा शंकर सिंह	स्वर्गीय जीत लाल
84.	नरेन्द्र प्रसाद	स्वर्गीय राम सेवक प्रसाद
85.	राधे ग्याम दुबे	कामना दुबे
98.	सुरेश कुमार सिंह	मुन्द्रिका सिंह

87.	राजेश कुमार	हरीस प्रसाद
88.	कृष्णा प्रसाद	दशरथ लाल

नई दिल्ली, 1 अगस्त, 1996

का.आ. 2421.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी एम आर एस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 1, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-7-96 को प्राप्त हुआ था।

[संख्या एल-20012/285/92-आई आर(सी-1)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 1st August, 1996

S.O. 2421.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.M.R.S. and their workmen, which was received by the Central Government on 30-7-1996.

[No. L-20012/285/92-IR (C-1)]

BRAJ MOHAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 65 OF 1993.

PARTIES :

Employers in relation to the management of
Central Mining Research Station, Dhanbad.

AND

Their Workmen.

PRESENT :

Shri Tarkeshwar Prasad, Presiding Officer

APPEARANCES :

For the Employers : Shri B. K. Mukherjee,
Advocate.

For the Workmen : Shri K. Chakraborty, Ad-
vocate.

STATE : Bihar.

INDUSTRY : Research.

Dated, the 23rd July, 1996.

AWARD

By Order No. L-20012/285/92-I.R. (Coal-I), dated 5-2-1993 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Central Mining Research Station, Dhanbad in denying the regularisation of the workmen (as per annexure) with retrospective effect with the pay scale at par with regular permanent workmen with all consequential benefits is justified ? If not, to what relief the workmen are entitled ?”

ANNEXURE

(Name of the workmen)

1. Smt. Manjula Toppo
2. Shri S. K. Das
3. Shri Md. Salim
4. Shri Z. Ahmad
5. Shri Alumuddin Ansari
6. Shri S. L. Sharma
7. Shri G. K. Nandy
8. Shri K. K. Singh
9. Shri Md. Yasin Ansari
10. Shri P. P. Singh

11. Shri J. K. Das
12. Shri M. K. Singh
13. Shri A. K. Mukhopadhyaya
14. Shri S. N. Singh
15. Shri R. P. Singh
16. Shri S. Prasad
17. Shri K. K. Mishra
18. Shri Uttam Kumar Thakur
19. Shri Akhauri Sunil Kumar
20. Shri A. K. Singh
21. Shri S. N. Pandey.

2. The order of reference was received in this Tribunal on 18-2-1993. After receipt notice the parties filed their respective written statements, rejoinders and documents. Thereafter the reference case was fixed for hearing.

3. On 22-7-1996 Shri K. Chakraborty, Advocate, appearing on behalf of the workmen filed a petition dated 22-7-1996 duly signed by five of the concerned workmen, namely, Zulfiquar Ahmad, Prem Prakash Singh, Uttam Kumar Thakur, Ashok Kumar Singh and Md. Saleem, who were authorised by other concerned workmen. In that petition the workmen have prayed to pass “no dispute” award since the dispute has been settled amicably.

4. Under such circumstances I render a “no dispute” award in the present reference case.

TARKESHWAR PRASAD, Presiding Officer.